



**US Army Corps
of Engineers®**

Seattle District

Miscellaneous Remediation Construction Services, Bunker Hill Mining and Metallurgical Complex Superfund Facility for the States of Idaho and Washington

Construction Solicitation and Specifications

**This is a 100% Hub Zone Businesses
Set-Aside**

July 2004

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THIS PROCUREMENT IS:

100% set-aside for Hub Zone Businesses

SITE VISIT:

A one time site visit for offerors is scheduled for Wednesday, July 28, 2004 at 9:00 a.m. Local Time. Offerors wishing to visit the site shall meet at the Bunker Hill Resident Office, 1005 W. McKinnley Avenue, Kellogg, Idaho 83837. Point of contact is Rod Zion, telephone No. 208-762-5915 ext 230, Monday through Friday between 8:00 a.m. and 3:30 p.m. Contactors should RSVP by July 26, 2004.

- OFFERORS ARE URGED and expected to inspect the site where construction is to be performed and to satisfy themselves as to all general and local conditions which may affect the cost of performance of the contract, to the extent, such information is reasonably obtainable. In no event, will a failure to inspect the site constitute grounds for withdrawal of An offer after closing or for a claim after award of the contract.

BIDDING DOCUMENTS: Register for solicitations at the Internet site: <http://www.nws.usace.army.mil/ct/>

PLANHOLDER'S LISTS: Lists may also be obtained from the same site

FOR INQUIRIES, CONTACT THE FOLLOWING INDIVIDUAL(S) Monday through Friday between the hours of 8:00 a.m. and 3:30 p.m.:

ADMINISTRATIVE MATTERS:

Bonilie Lackey (206)764-4481 FAX: (206)764-6817 bonilie.l.lackey@usace.army.mil

TECHNICAL INQUIRIES

Process for Inquiries----

Bidder Inquires are technical or administrative questions from Qualified Contractors on solicitations that are advertised on the Seattle District Contracting Public Home Page.

The CORPS has developed the DrChecks Bidder Inquiries Module to simplify this process.

Since all of Seattle District Army CORPS solicitations are available to qualified Contractors on the Internet, it follows that all Contractor's technical questions concerning items within those solicitations would be submitted and answered over the Internet.

Instructions and web links are provided to Contractors on the Public Home Page and in the Solicitation. Required password are provided upon registration.

The Contractor goes to the projnet website, enters his password and submits his question. He receives an e-mail notification when his question is entered into the DrCheck data base (which is instantaneous).

Designated designers and managers also receive notification of pending questions. They enter the DrCheck data base and evaluate the pending question. One question may have a number of evaluations. These evaluations are for internal use only and are not automatically forwarded to the bidder.

A chosen arbitrator reads all evaluations, does additional research and coordination, and formulates the official response. The arbitrator closes the item and the system e-mails the official response to the Contractor.

The Contractor sees only his original question, and the official response. He does not see any other evaluations or correspondence with competing contractors.

(Mail) Seattle District Corps of Engineers, P.O. Box 3755, Seattle, WA 98124-3755
(Street) 4735 E. Marginal Way S., Seattle, WA 98134-2385

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CAUTION TO OFFERORS

SECTION TITLE

SF1442 - Pages 00010-1 thru 00010-13 (00010-3 is reserved for use at a later time)

00100 Instructions, Conditions and Notice to Offerors

00110 Proposal Submission and Evaluations

00600 Representations and Certifications and other Statements of Offerors, and
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00700 Contract Clauses

00800 Special Clauses, which include the following:

 a) Special Clauses Pages 00800-1 thru 00800-6

 b) Special Contract Clauses Pages 00840-1 00840-6 and 00840A1

 b) Davis-Bacon General Wage Decision Nos. WA030001 and ID030017

01000 Technical Specifications:

 01010 thru 02985

RETURN THE FOLLOWING WITH YOUR OFFER:

SF1442 - Pages 00010-1 thru 00010-13 (00010-3 is reserved for use at a later time)

Section 00600 - Representations and Certifications and Pre-Award Information

20% Bid Bond

**** BONDS – Matter of All Seasons Construction, Inc. GAO Decision B-291166.2**

Bid Bonds must be accompanied by a Power of Attorney containing an original signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Power's of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity.

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!!! CAUTION TO OFFERORS !!!

1. **TELEPHONES:** Limited telephone service is provided in the lobby. Only two public telephones may be used by offerors for completing bids.
2. **BUSINESS HOURS:** For the Seattle District Corps of Engineers are from 7:30 A.M. to 4:00 P.M., Monday through Friday.

BEFORE SIGNING AND MAILING THIS OFFER, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR OFFER TO BE REJECTED

3. **AMENDMENTS:** Have you acknowledged receipt of ALL amendments? If in doubt as to the number of amendments issued, please contact the representative listed on the Information Page.
4. **AMENDED OFFER PAGES:** If any of the amendments furnished amended offer pages, the amended offer pages must be used in submitting your offer.
5. **BID GUARANTEE:** Sufficient bid guarantee in proper form must be furnished with your offer. (FOR JOBS EXCEEDING \$25,000) See section 00700, FAR 52.228-1
6. **INDIVIDUAL SURETIES:** Please note requirements for Individual Sureties in Section 00100, FAR 52.228-4003.
7. **MISTAKE IN OFFER:** Have you reviewed your offer price for possible errors in calculation or work left out?
8. **TELEGRAPHIC MODIFICATIONS:** The Seattle District does not have the capability of receiving commercial telegrams directly. Offerors who wish to modify their offer by telegram are urged to ensure that telegrams are submitted within enough time to arrive at the designated location. Any doubt as to time should be resolved in favor of EXTRA TIME. Transmission by Fax to this office is NOT ACCEPTABLE.
9. **OFFER ACCEPTANCE PERIOD:** The minimum offer acceptance period is specified in block 13D of SF1442 (page 00010-1), Solicitation, Offer and Award. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer.
10. **RFP RESULTS:** A Request for Proposal is a negotiated procurement. As such, offer results are not available on the web. Participants will be notified via letter as to the status of their offer.
11. **CENTRAL CONTRACTOR REGISTRATION:** Per DFARS Clause 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION, in Section 00700, registration is required prior to award of any contract from a Solicitation issued after May 31, 1998. No Contract Award will be made to an unregistered contractor. Internet access allows contractors to register by completing an electronic on-line registration application from CCR homepage at <http://www.ccr.gov/>. For further assistance in completing your on-line registration, contact the nearest Procurement Technical Assistance Center (PTAC) near you. A list of the nearest PTAC is located at: <http://www.rcacwv.com/ptac.htm>
12. **HUBZONE CERTIFICATION:** Per FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) in Section 00700. A HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration Reference: <https://el.sba.gov:90000/prodhubzone/hubzone/approval.st>.

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NUMBER W912DW-04-R-0020	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED July 13, 2004	PAGE OF PAGES 1
IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.					
4. CONTRACT NUMBER		5. REQUISITION/PURCHASE REQUEST NUMBER W68MD9-		6. PROJECT NUMBER	
7. ISSUED BY Seattle District, Corps of Engineers ATTN: CENWS-CT-CB-CU PO Box 3755 Seattle, WA 98124-3755		CODE W912DW		8. ADDRESS OFFER TO Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-CB-CU Seattle, WA 98124-3755 HAND CARRY: Seattle District Corps of Engineers Contracting Division 4735 East Marginal Way South Seattle, WA 98134-2329	
9. FOR INFORMATION CALL 		A. NAME See Information Page inside Front Cover		B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) See Information Page inside Front Cover	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

Furnish all labor, materials and equipment and perform all work for Miscellaneous Remediation Construction Services, Bunker Hill Mining and Metallurgical Complex Superfund Facility for the States of Idaho and Washington in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

NOTE: Award will be made pursuant to the Small Business Competitive Demonstration Program

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See * Paragraph SC-1, 00800 .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS?
 (If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. (hour) local time August 13, 2004 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelope containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

Fax No.:

16. REMITTANCE ADDRESS (Include only if different than Item 14)

Tax ID No:

DUNS No:

eMail:

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS



See Page 00010-5 thru 00010-13

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

USACE - Seattle District
Northwest Area Office
PO Box 92146
Tillicum, WA 98492-0146

US Army Corps of Engineers Finance Center
CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-500

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this

document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

SHARON GONZALEZ

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ Secretary of the Corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Secretary) (CORPORATE SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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SCHEDULE A

BASE PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
EARTHWORK-MATERIALS (02722, 02316)					
0001	Base Course Gravel (Material Only)	3,350	TON	\$ _____	\$ _____
0002	Bedding Sand (Material Only)	30	TON	\$ _____	\$ _____
0003	Growth Medium (Material Only)	1,500	TON	\$ _____	\$ _____
0004	Loose Riprap (Material Only)				NSP
0004AA	Small – 9 inch diameter max.	1,000	TON	\$ _____	\$ _____
0004AB	Medium - 18 inch diameter max.	1,000	TON	\$ _____	\$ _____
0004AC	Large - 24 inch diameter max.	1,000	TON	\$ _____	\$ _____
ROADWAY CLEANING AND MAINTENANCE (02985)					
0005	Water Truck, 4,000 Gallon	1,000	HR	\$ _____	\$ _____
0006	Street Sweeper, Vacuum Type, High Filtration System, Minimum 2 CY Debris Capacity w/100 Gallon Water Capacity	30	HR	\$ _____	\$ _____
EROSION CONTROL (02370)					
0007	Provide Silt Fence	1,000	LF	\$ _____	\$ _____
0008	Provide Straw Bale Barrier				NSP
0008AA	Weed Free Bales	30	BALE	\$ _____	\$ _____
0008AB	Non-Weed Free Bales	30	BALE	\$ _____	\$ _____
0009	Hydroseed	25	ACRE	\$ _____	\$ _____
MISCELLANEOUS WORK REQUESTS					
0010	Electrical (02951)	15	MAN-HR	\$ _____	\$ _____
0011	Plumbing (02951)	15	MAN-HR	\$ _____	\$ _____
0012	Mechanical Maintenance and Repair (02951)	15	MAN-HR	\$ _____	\$ _____
0013	Painting (02951)	15	MAN-HR	\$ _____	\$ _____

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SCHEDULE A (Cont.)

BASE PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
MISCELLANEOUS EQUIPMENT REQUESTS					
0014	Hydraulic Excavator (Minimum 190 Hp and 1.75 CY Bucket)	1,100	HR	\$ _____	\$ _____
0015	Motor Grader (175 Hp minimum)	1,250	HR	\$ _____	\$ _____
0016	Front End Loader - Wheeled, 2 CY	130	HR	\$ _____	\$ _____
0017	Rubber Tire Backhoe - 3/4 CY	100	HR	\$ _____	\$ _____
0018	End Dump Truck (12 - 14 CY)	2,200	HR	\$ _____	\$ _____
0019	Track Type Bulldozer (Minimum 75 Hp)	250	HR	\$ _____	\$ _____
0020	Track Type Bulldozer (Minimum 140 Hp)	700	HR	\$ _____	\$ _____
0021	Track Type Bulldozer (Minimum 300 Hp)	1,100	HR	\$ _____	\$ _____
0022	Vibratory Compactor, Smooth Drum, Min. 174 HP, 23,150 Pounds)	900	HR	\$ _____	\$ _____
MISCELLANEOUS SUPERVISION AND LABOR					
0023	On-Site Construction Supervisor	1,500	MAN-HR	\$ _____	\$ _____
0024	Incidental Laborers	3,700	MAN-HR	\$ _____	\$ _____
0025	MOBILIZATION/DEMOBILIZATION	1	EACH	LS	\$100,000
0026	MATERIALS ALLOWANCE	1	EACH	LS	\$100,000
0027	NON-PRE-PRICED WORK	1	EACH	LS	\$100,000
0028	WORK AUTHORIZATION DIRECTIVE ALLOWANCE	1	EACH	LS	\$100,000 NTE
0029	ACCIDENT PREVENTION PLAN ADDENDUM	1	JOB	LS	\$5,000
0030	DIVISION 1 PLANS	1	JOB	LS	\$ _____
TOTAL AMOUNT BASE PERIOD					\$ _____

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SCHEDULE A (Cont.)

BASE PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
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Notes:

Payment will be made for the actual quantities covered under each task order based on the negotiated amounts at time of award of the task order.

NSP indicates the line is not separately priced. NTE indicates a not to exceed amount.

Unit-priced items include all costs to provide described work. The price includes incidental items such as incremental time costs, overhead, profit, and tax and costs of performance and payment bonds.

Refer to Section 01270 Measurement and Payment for description of items.

Quality Control Plan shall be according to Section 01451.

Accident Prevention Plan shall be according to Section 01351.

The dollar amounts established in Item Nos. 0025, 0026, 0027, and 0028 shall not be revised by bidders.

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SCHEDULE B
FIRST OPTION PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
EARTHWORK-MATERIALS (02722, 02316)					
0001	Base Course Gravel (Material Only)	3,350	TON	\$ _____	\$ _____
0002	Bedding Sand (Material Only)	40	TON	\$ _____	\$ _____
0003	Growth Medium (Material Only)	1,750	TON	\$ _____	\$ _____
0004	Loose Riprap (Material Only)				NSP
0004AA	Small – 9 inch diameter max.	1,000	TON	\$ _____	\$ _____
0004AB	Medium - 18 inch diameter max.	1,000	TON	\$ _____	\$ _____
0004AC	Large - 24 inch diameter max.	1,000	TON	\$ _____	\$ _____
ROADWAY CLEANING AND MAINTENANCE (02985)					
0005	Water Truck, 4,000 Gallon	1,000	HR	\$ _____	\$ _____
0006	Street Sweeper, Vacuum Type, High Filtration System, Minimum 2 CY Debris Capacity w/100 Gallon Water Capacity	40	HR	\$ _____	\$ _____
EROSION CONTROL (02370)					
0007	Provide Silt Fence	1,000	LF	\$ _____	\$ _____
0008	Provide Straw Bale Barrier				NSP
0008AA	Weed Free	40	BALE	\$ _____	\$ _____
0008AB	Non-Weed Free	40	BALE	\$ _____	\$ _____
0009	Hydroseed	25	ACRE	\$ _____	\$ _____
MISCELLANEOUS WORK REQUESTS					
0010	Electrical (02951)	20	MAN-HR	\$ _____	\$ _____
0011	Plumbing (02951)	20	MAN-HR	\$ _____	\$ _____
0012	Mechanical Maintenance and Repair (02951)	20	MAN-HR	\$ _____	\$ _____
0013	Painting (02951)	20	MAN-HR	\$ _____	\$ _____

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SCHEDULE B (Cont.)
FIRST OPTION PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
MISCELLANEOUS EQUIPMENT REQUESTS					
0014	Hydraulic Excavator (Minimum 190 Hp and 1.75 CY Bucket)	1,100	HR	\$ _____	\$ _____
0015	Motor Grader (175 Hp minimum)	1,200	HR	\$ _____	\$ _____
0016	Front End Loader - Wheeled, 2 CY	130	HR	\$ _____	\$ _____
0017	Rubber Tire Backhoe - 3/4 CY	100	HR	\$ _____	\$ _____
0018	End Dump Truck (12 - 14 CY)	2,200	HR	\$ _____	\$ _____
0019	Track Type Bulldozer (Minimum 75 Hp)	250	HR	\$ _____	\$ _____
0020	Track Type Bulldozer (Minimum 140 Hp)	700	HR	\$ _____	\$ _____
0021	Track Type Bulldozer (Minimum 300 Hp)	1,100	HR	\$ _____	\$ _____
0022	Vibratory Compactor, Smooth Drum, Min. 174 HP, 23,150 Pounds)	1,000	HR	\$ _____	\$ _____
MISCELLANEOUS SUPERVISION AND LABOR					
0023	On-Site Construction Supervisor	1,500	MAN-HR	\$ _____	\$ _____
0024	Incidental Laborers	3,700	MAN-HR	\$ _____	\$ _____
0025	MOBILIZATION/DEMOBILIZATION	1	EACH	LS	\$100,000
0026	MATERIALS ALLOWANCE	1	EACH	LS	\$100,000
0027	NON-PRE-PRICED WORK	1	EACH	LS	\$100,000
0028	WORK AUTHORIZATION DIRECTIVE ALLOWANCE	1	EACH	LS	\$100,000 NTE
0029	ACCIDENT PREVENTION PLAN ADDENDUM	1	JOB	LS	\$5,000
TOTAL AMOUNT FIRST OPTION PERIOD					\$ _____

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SCHEDULE B (Cont.)
FIRST OPTION PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
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Notes:

Payment will be made for the actual quantities covered under each task order based on the negotiated amounts at time of award of the task order.

NSP indicates the line is not separately priced. NTE indicates a not to exceed amount.

Unit-priced items include all costs to provide described work. The price includes incidental items such as incremental time costs, overhead, profit, and tax. Costs of performance and payment bonds will be separately determined and added to the cost for each individual task order.

Refer to Section 01270 Measurement and Payment for description of items.

Quality Control Plan shall be according to Section 01451.

Accident Prevention Plan shall be according to Section 01351.

The dollar amounts established in Items No. 0025, 0026, 0027, and 0028 shall not be revised by bidders.

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SCHEDULE C
SECOND OPTION PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
EARTHWORK-MATERIALS (02722, 02316)					
0001	Base Course Gravel (Material Only)	3,350	TON	\$ _____	\$ _____
0002	Bedding Sand (Material Only)	30	TON	\$ _____	\$ _____
0003	Growth Medium (Material Only)	1,500	TON	\$ _____	\$ _____
0004	Loose Riprap (Material Only)				NSP
0004AA	Small – 9 inch diameter max.	1,000	TON	\$ _____	\$ _____
0004AB	Medium - 18 inch diameter max.	1,000	TON	\$ _____	\$ _____
0004AC	Large - 24 inch diameter max.	1,000	TON	\$ _____	\$ _____
ROADWAY CLEANING AND MAINTENANCE (02985)					
0005	Water Truck, 4,000 Gallon	1,000	HR	\$ _____	\$ _____
0006	Street Sweeper, Vacuum Type, High Filtration System, Minimum 2 CY Debris Capacity w/100 Gallon Water Capacity	30	HR	\$ _____	\$ _____
EROSION CONTROL (02370)					
0007	Provide Silt Fence	1,000	LF	\$ _____	\$ _____
0008	Provide Straw Bale Barrier				NSP
0008AA	Weed Free	30	BALE	\$ _____	\$ _____
0008AB	Non-Weed Free	30	BALE	\$ _____	\$ _____
0009	Hydroseed	25	ACRE	\$ _____	\$ _____
MISCELLANEOUS WORK REQUESTS					
0010	Electrical (02951)	15	MAN-HR	\$ _____	\$ _____
0011	Plumbing (02951)	15	MAN-HR	\$ _____	\$ _____
0012	Mechanical Maintenance and Repair (02951)	15	MAN-HR	\$ _____	\$ _____
0013	Painting (02951)	15	MAN-HR	\$ _____	\$ _____

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SCHEDULE C (Cont.)
SECOND OPTION PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
MISCELLANEOUS EQUIPMENT REQUESTS					
0014	Hydraulic Excavator (Minimum 190 Hp and 1.75 CY Bucket)	1,100	HR	\$ _____	\$ _____
0015	Motor Grader (175 Hp minimum)	1,200	HR	\$ _____	\$ _____
0016	Front End Loader - Wheeled, 2 CY	130	HR	\$ _____	\$ _____
0017	Rubber Tire Backhoe - 3/4 CY	100	HR	\$ _____	\$ _____
0018	End Dump Truck (12 - 14 CY)	2,200	HR	\$ _____	\$ _____
0019	Track Type Bulldozer (Minimum 75 Hp)	220	HR	\$ _____	\$ _____
0020	Track Type Bulldozer (Minimum 140 Hp)	700	HR	\$ _____	\$ _____
0021	Track Type Bulldozer (Minimum 300 Hp)	1,100	HR	\$ _____	\$ _____
0022	Vibratory Compactor, Smooth Drum, Min. 174 HP, 23,150 Pounds)	900	HR	\$ _____	\$ _____
MISCELLANEOUS SUPERVISION AND LABOR					
0023	On-Site Construction Supervisor	1,500	MAN-HR	\$ _____	\$ _____
0024	Incidental Laborers	3,700	MAN-HR	\$ _____	\$ _____
0025	MOBILIZATION/DEMOBILIZATION	1	EACH	LS	\$100,000
0026	MATERIALS ALLOWANCE	1	EACH	LS	\$100,000
0027	NON-PRE-PRICED WORK	1	EACH	LS	\$100,000
0028	WORK AUTHORIZATION DIRECTIVE ALLOWANCE	1	EACH	LS	\$100,000 NTE
0029	ACCIDENT PREVENTION PLAN ADDENDUM	1	JOB	LS	\$5,000
TOTAL AMOUNT SECOND OPTION PERIOD					\$ _____

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SCHEDULE C (Cont.)
SECOND OPTION PERIOD

Item Number	Description and Primary Specification Section	Estimated Quantity	Unit	Unit Price	Amount
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Notes:

Payment will be made for the actual quantities covered under each task order based on the negotiated amounts at time of award of the task order.

NSP indicates the line is not separately priced. NTE indicates a not to exceed amount.

Unit-priced items include all costs to provide described work. The price includes incidental items such as incremental time costs, overhead, profit, and tax. Costs of performance and payment bonds will be separately determined and added to the cost for each individual task order.

Refer to Section 01270 Measurement and Payment for description of items.

Quality Control Plan shall be according to Section 01451.

Accident Prevention Plan shall be according to Section 01351.

The dollar amounts established in Items No. 0025, 0026, 0027, and 0028 shall not be revised by bidders.

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PROPOSAL SUBMISSION AND EVALUATION

1. INTRODUCTION.

A. Invitation. Your firm is invited to submit a proposal for the project entitled "Miscellaneous Remediation Construction Services, Bunker Hill Mining and Metallurgical Complex Superfund Facility for the States of Idaho and Washington". Contractors are required to prepare and submit proposals that will be evaluated in accordance with this section of the solicitation. This solicitation is issued as a Request For Proposal (RFP). Proposals will be evaluated based upon technical merit and cost. The Government intends to procure this service requirement on a competitive basis in accordance with the provisions set forth in this RFP, and make award on initial offers, without further discussions or additional information. An Indefinite Delivery Indefinite Quantity (ID/IQ) Firm fixed-price contract will be awarded to the firm(s) submitting the proposal that: a) conforms to this request for proposals (RFP); b) is considered to offer the best value to the Government in terms of the evaluation factors, including price; and, c) is determined to be in the best interest of the Government. The award will result in a contract that consists of a Base plus two (2) Option Periods. It is very important to read all sections of this RFP prior to assembling your proposal, in order for you to submit a successful proposal.

B. Project Description. The purpose of this indefinite-delivery, indefinite-quantity contract is to provide general construction services for remediation support of the Bunker Hill Mining and Metallurgical Complex Superfund Facility contract geographic boundaries. The Contractor shall provide construction services and perform the operations as generally described in this contract. Individual Task Orders issued under this contract will describe actual site operations to be performed on specific projects. The rights and obligations of the parties to this contract shall be subject to and governed by the provisions of this contract and the provisions of all Task Orders hereunder.

2. SUBMITTAL REQUIREMENTS.

A. General Requirements. Proposals shall be submitted in two parts: (a) technical proposal, and (b) price proposal. Each shall be submitted in a separate envelope or package with the type of proposal (i.e., technical or price) clearly printed on the outside of the envelope or package. Proposals must set forth full, accurate, and complete information as required by this RFP. Absence of information will be deemed as if no support for that criterion was provided. Offerors submitting proposals should limit submission to data essential for evaluation of proposals so that a minimum of time and money is expended in preparing information required by the Request for Proposals (RFP). Data submitted must reflect the offeror's interpretation of criteria contained in the RFP. Proposals are to be on 8 ½ x 11-inch paper, to the maximum extent practicable, and submitted in standard letter (8½ x 11-inch) hardback loose-leaf binders. Contents of binders shall be tabbed and labeled to afford easy identification from the proposal Table of Contents. Pages shall be numbered consecutively. No material shall be incorporated by reference or reiteration of the RFP. Any such material will not be considered for evaluation. It shall be presented in a manner, which allows it to "STAND ALONE" without need for evaluators to reference other documents. Arrangements, layout plans, and notes may all be combined together on single sheets in order to simplify presentation, so long as clarity is maintained. Unnecessarily elaborate brochures or other presentation materials beyond those sufficient to present complete and effective responses are not desired and may be construed as an indication of the proposer's lack of cost-consciousness. Elaborate artwork, expensive paper and bindings, and expensive/ extensive visual and other presentation aids are neither necessary nor wanted. Offeror's are encouraged to structure their proposal submission using guidelines presented in Paragraph B below, of this Section. However, to minimize effort expended by the Offeror's, other formats will be accepted so long as requested information is provided. Penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

B. Technical Proposal Format. Submit 5 copies, consisting of the original and 4 copies. As a minimum, each copy of the technical proposal should follow the general format specified below. Pages should be numbered from beginning to end, without repeating for new sections.

1. Cover Letter: The Technical Proposal Cover Letter, including deviations and betterments, should be the first page of your technical proposal and must show the following:

- a. Solicitation number;
- b. Name, address, telephone and facsimile numbers of the Offeror, and electronic address, if available.
- c. Names, titles, telephone and facsimile numbers, and electronic addresses, if available, of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.
- d. Names, title, and signature of the person authorized to sign the proposal.
- e. A statement that the offer has an acceptance period of 90 calendar days from the date the offer is submitted.
- g. Deviations from the RFP: Offerors shall specifically identify, in their cover letter in a section entitled "Deviations", all deviations from the minimum RFP requirements, and if required to submit a Final Proposal Revision, all changes made to their original proposal. All alternates shall be specifically addressed and expanded upon in the proposal or Final Proposal Revision. Deviations must not result in an Offeror's proposal that does not meet minimum RFP criteria.
- h. Identification of Items Exceeding RFP Requirements: Offeror's should specifically identify in an attachment to their cover letter a list entitled "Identification of Items Exceeding RFP Requirements" all items that exceed the minimum RFP requirements and, if required to submit a Final Proposal Revision, all changes made to their original proposal that exceed RFP minimum requirements. All of these items should be specifically addressed and expanded upon in the proposal or Final Proposal Revision.

- i. Amendments: Acknowledge all amendments by number and date of issue in your cover letter.

NOTE: If discussions are held, acknowledge all amendments issued on the cover letter submitted with your revised proposals or final proposal revisions.

2. Table of Contents: List all sections contained in the technical proposal. A separate section shall be provided for each evaluation criterion. Any additions or revisions to the proposal shall include an updated Table of Contents for each set.

3. Technical Data: Consisting of outline specifications and supporting data shall be furnished as part of the formal proposal and shall meet all requirements of the RFP, technical specifications and referenced regulations. It shall be specific and complete, and demonstrate thorough understanding of the requirements. It shall include, where applicable, complete explanations of procedures and the program you propose to follow. Additionally, it shall demonstrate the merit of the technical approach offered and shall be an orderly, specific, and complete document in every detail, and should demonstrate a thorough understanding of the requirement. It should include, where applicable, diagrams, charts, and complete explanations of the schedules or procedures you propose to follow.

C. Price Proposal Format. The contents of your price proposal should include the Pricing Schedule with prices for all line items (original). To include, completion and submission of Section K, Representations, Certifications and Other Statements of Offerors, acknowledgement of all amendments, Standard Form SF 1442, Solicitation, Offer & Award, and the Corporate Certificate located at the beginning of the solicitation. Ensure that the SF 1442 is signed by an official authorized to bind for your firm.

3. EVALUATION FACTORS – Proposals will be evaluated on the basis of two criteria: TECHNICAL and PRICE.

A. Technical Evaluation Criteria:

1. Construction Organization Experience and Capabilities with Similar Construction Services
 - a. Key Personnel
 - b. Organization Chart and Experience
2. Proposed Contractor Quality Control Plan
3. Contractor Past Performance
4. Extent of Small Business Participation

B. Price: Price will be evaluated for reasonableness, but not rated. Price will be a factor in establishing the competitive range prior to discussions and in making the final determination for award.

4. TECHNICAL MERIT RATINGS. Proposals will be evaluated using the following adjectival descriptions below. Evaluators will apply the appropriate adjective to each criterion (and sub-criterion) rated. The evaluator's narrative explanation must clearly establish that the Offeror's proposal meets the definitions established below:

A. Outstanding – Information submitted demonstrates Offeror's potential to significantly exceed performance or capability standards. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timeliness and highest quality performance is anticipated. Demonstrates exceptional strengths that will significantly benefit the Government. The Offeror's qualifications meet the fullest expectations of the Government. The Offeror has convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans and techniques that, when implemented, should result in outstanding, effective, efficient, and economical performance under the Contract. An assigned rating within "Outstanding" indicates that, in terms of the specific criterion (or sub-criterion), the submittal contains essentially no significant weaknesses, deficiencies or disadvantages; demonstrate the least level of risk. Very significantly exceeds most or all solicitation requirements. Very high probability of success.

B. Above Average – Information submitted demonstrates Offeror's potential to exceed performance or capability standards. Have one or more strengths that will benefit the Government. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality. The Offeror's qualifications are adequately responsive with minor deficiencies but no major deficiencies noted. An assigned rating within "Above Average" indicates that, in terms of the specific criterion (or sub-criterion), any deficiencies noted are of a minor nature that should not seriously affect the Offeror's performance. The submittal demonstrates that the requirements of the RFP are well understood and the approach will likely result in a high quality of performance which represents low risk to the Government. A rating within "Above Average" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, or contrarily, weaknesses that could diminish the quality of the effort or increase the risks of failure. Disadvantages are minimal. The submittal contains excellent features that will likely produce results very beneficial to the Government. Fully meets all RFP requirements and significantly exceed many of the RFP requirements. Response exceeds a "Satisfactory" rating. High probability of success.

C. Satisfactory (Neutral) – Information submitted demonstrates Offeror's potential to meet performance or capability standards. Acceptable solution. Meets minimum standard requirements. Few or no advantages or strengths. The Offeror's qualifications contain weaknesses in several areas that are not offset by strengths in other areas. A rating of "Satisfactory" indicates that, in terms of the specific criterion (or sub-criterion), the Offeror may satisfactorily complete the proposed tasks, but there is at least a moderate risk that s/he will not be successful. Equates to Neutral. Good probability of success as there is sufficient confidence that a fully compliant level of performance will be achieved. Meets all RFP requirements. Complete and comprehensive proposal; exemplifies an understanding of the scope and depth of the task requirements and the Offeror's understanding of the Government's requirements. Response exceeds a "Marginal" rating. No significant advantages or disadvantages.

D. Marginal – Information submitted demonstrates the Offeror's potential to marginally meet performance or capability standards necessary for minimal but acceptable contract performance. The submittal is not adequately responsive or does not address the specific criterion (or sub-criterion). The Offeror's interpretation of the Government's requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect as to be

Unsatisfactory. The assignment of a rating within the bounds of "Marginal" indicates that the evaluator feels that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. The Offeror's qualifications demonstrate an acceptable understanding of the requirements of the RFP and the approach will likely result in an adequate quality of performance, which represents a moderate level of risk to the Government. Low probability of success, although the submittal has a reasonable chance of becoming at least acceptable. Response exceeds an "Unsatisfactory" rating. Significant disadvantages.

E. Unsatisfactory – Fails to meet performance or capability standards. Unacceptable. Requirements can only be met with major changes to the submittal. The submittal does not meet the minimum requirements of the RFP. There is no reasonable expectation that acceptable performance would be achieved. Offeror's qualifications have many deficiencies and/or gross omissions; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many of the minimum requirements. The Offeror's qualifications submittals are so unacceptable that they would have to be completely revised in order to attempt to make it other than unacceptable; demonstrates an unacceptable level of risk. Very significant disadvantages.

5. TECHNICAL PROPOSAL MINIMUM REQUIREMENTS AND EVALUATION METHOD:

Criteria A: CONSTRUCTION ORGANIZATION EXPERIENCE AND CAPABILITIES WITH SIMILAR CONSTRUCTION SERVICES:

Sub-criteria 1: Key Personnel - The following Key Personnel shall be included in the organizational chart as required in accordance to Section 01351 of the Specifications of this Solicitation:

SUBMITTAL REQUIREMENTS: Provide qualifications in the form of resumes, for the proposed Key individual team members. Resumes should be no more than two (2) pages per individual and submitted in a format similar to the one shown below.

As a minimum, provide resumes for the following individuals (individuals may have no more than one role):

a) The Safety and Health Manager (Industrial Hygienist), or equivalent, shall be certified by the American Board of Industrial Hygiene or a Safety Professional Certified by the Board of Certified Safety Professionals. The Manager must have a minimum of three years experience in developing and implementing safety and health programs at Hazardous Waste sites. Experience includes the following duties:

- Supervising professional and technician level personnel;
- Developing worker exposure assessment programs and air monitoring programs and techniques;
 - Managing personal protective equipment programs and conducting PPE hazard evaluations for the types of activities and hazards likely to be encountered on the project; and
 - Knowledge of State and Federal occupational safety and health regulations.

b) Site Safety and Health Officer (minimum of two (2) personnel), must have a minimum two (2) years experience in implementing safety and health programs at hazardous waste sites where Level C personal protective equipment was required. The Officer must have experience in construction techniques and safety procedures; must have knowledge of Federal and State occupational safety and health regulations; have training in personal and respiratory protective equipment, confined space entry and in the proper use of air monitoring instruments and air sampling methods including monitoring for ionizing radiation.

c) Occupational Physician must be certified in Occupational Medicine by the American Board of Preventive Medicine, or if not certified, must be Board eligible by required training and experience.

d) Two (2) personnel that are certified in First Aid and CPR by the American Red Cross or other approved agency. The personnel must have been trained in universal precautions and the use of PPE as described in the Bloodborne Pathogens Standard of 29 CFR 1910.1030.

A resume for each of the above individuals may be provided in a format similar to the one shown in the table below. Note that key personnel identified in this proposal must be utilized on the project.

Name/Title
Proposed Duties/Functions (for this project)
Firm Affiliation/Years Affiliated
Years of Experience (performing duties/functions as proposed for this project)
Education (Degree, Year, Specialization)
Active Registrations (and/or Professional/Technical Licenses/Certifications)
Specific Qualifications (for this project, if any)
List of Relevant Projects Including:
Project Title & Location
Project Type
Dollar Value (construction \$)
Name of Employing Firm
Start & Completion Dates (Month/Year)
Duties/Functions (address how this relates to role for solicitation project)
Brief Description of Project (address how this relates to solicitation project)
Customer Point of Contact (i.e., name, relationship to project, agency/firm affiliation, city, state, current phone no.)
Awards or Recognition Received (if applicable)

EVALUATION METHOD: The more recent, and the greater the extent and relevance, of the team members' qualifications, prior project experience, and active registrations, and licensing, the higher the rating assigned for this criterion during evaluations.

Sub-criteria 2) Organizational Chart and Experience: Offerors shall provide an organizational chart clearly showing the Staff, as the personnel who will be utilized in this project's required services in accordance with the Specifications, and their responsibilities for this project. The Organizational Chart for the proposed organization shall include sufficient personnel with appropriate education, current training and experience to fulfill their assigned duties, stated in Section 01351 of the Specifications. Included with the organizational chart, the following requirements must be provided as part of the proposal.

SUBMITTAL REQUIREMENTS:

Provide a list of specific projects, using the format below, including projects for construction that are currently under construction, or were completed within the last five (5) years, by using a format similar to that shown in the table below to present this information. When submitting relevant experience similar to the construction services in the specifications of this solicitation that are currently in progress, projects must be at least 75% complete. Start with the most recent and relevant projects and work backwards in time.

Project Title & Location
Project Type
Dollar Value (construction \$)
Start & Completion Dates (Month/Year)
Role of Firm(s) (e.g., prime) (address type of work performed and percentage of work, as applicable)

Brief Description of Project (address how this relates to solicitation project)
Customer Point of Contact (i.e., name, relationship to project, agency/firm affiliation, city, state, current phone no.)
Awards or recognition received (if applicable)

Evaluation Method: The Organizational chart will be evaluated for functionality, completeness and reasonableness and the degree to which the offeror demonstrates an understanding of the aspects required for successfully accomplishing the services described in the solicitation. Rating will be based on the degree of technical relevance and team member qualifications.

Along with the organizational chart, proposed organizations will be evaluated for the quantity and quality of experience demonstrated. The greater the relevance and the more recent the prior project experience, the higher the rating assigned during evaluations. Demonstration of experience in completing projects that had the unique characteristics of the proposed project will be evaluated favorably. Projects involving contaminated areas such as the location required in this solicitation, with attributes similar to those specified in the Project Description of this section may be given more consideration.

Criteria B. PROPOSED CONTRACTOR QUALITY CONTROL PLAN:

The offeror must provide a Quality Control (QC) Plan that demonstrates the implementation of the requirements in accordance with Section 01451, entitled, "Contractor Quality Control". The plan shall consist of the following requirements to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining the duties, authorities and responsibilities.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents, in accordance with Section 01330, Submittal Procedures, of the Specifications of this solicitation;
- e. Control, verification and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency and person responsible for each test. Laboratory facilities will be validated by the Corps of Engineers Material Testing Center and approved by the Contracting Officer;
- f. Procedures for tracking preparatory, initial and follow-up control phases and control, verification and acceptance tests including documentation;

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected;

h. Reporting procedures, including proposed reporting formats. This shall include a copy of the Daily CQC report form.

SUBMITTAL REQUIREMENTS: Provide the proposed Contractor Quality Control plan to ensure high quality material, methods, and maintainability. The offeror must demonstrate the capability to (1) provide adequate quantities and types of equipment units to accomplish the construction services within specified time periods and (2) coordinate and manage the work with an adequate team of individuals (i.e., team members).

Describe by written narrative your management approach to accomplish the work including a description of your quality control program. Discuss your capability and approach to (1) Review and complete the construction services for contract requirement; (2) Perform activities when requirements are submitted one after another; (3) Conform to safety and housekeeping requirements; (4) Coordinate with the Government in emergent situations; (5) Coordinate and manage the work of team members.

EVALUATION METHOD: As a minimum, the offeror must demonstrate that the firm has sufficient equipment and personnel to execute the proposed plan. Better ratings will be assigned for technical completeness, specificity, and likelihood of success.

Criteria C. CONTRACTOR PAST PERFORMANCE:

Submittal Requirements: The Government will utilize performance evaluations contained in the Construction Contract Administration Support System (CCASS) to evaluate this criterion. All performance ratings for the past five (5) years shall be considered. If an offeror does not have past performance available in CCASS or wishes to augment the CCASS system ratings, the offerors may ask customers to submit the Customer Satisfaction Survey form found at the end of this section.

For each project constructed for Private Industry, provide a completed Customer Satisfaction Survey for each applicable Pavement Demolition and Airfield Paving project that is currently under construction (at least 75% complete) or that was completed within the last five (5) years. All Customer Satisfaction Surveys must be submitted to the Government from the customer or agency that is providing the information. Further instructions are found on the Customer Satisfaction Survey.

Submit a list of all customers (including current Point of Contact, phone number, and electronic address) who were requested to provide Customer Satisfaction Surveys.

Should offerors want to review the performance evaluation ratings contained in the Corps of Engineers CCASS Database, they may request the information by fax on company letterhead at the following number: (503) 808-4596.

Customer Satisfaction Survey – The reproducible Customer Satisfaction Survey form located at the end of this section will be used to provide information from your customers for the prime contractor regarding satisfaction, quality of work, and timely performance of the projects listed in the relevant experience examples. To be considered, your past customers (not the offeror) must complete the surveys and mail, hand-deliver, or fax directly to the Contracting Office, for receipt no later than the time and date the proposals are due. Customer Satisfaction Surveys should only be provided for projects constructed by the prime, listed under relevant experience. All Customer Satisfaction Surveys must be submitted to the Seattle District, Corps of Engineers by the customer/agency providing the information. Surveys submitted by the contractor will not be considered. Please ensure envelopes containing survey forms do not contain the offeror's return address. Offerors shall submit a list of all customers to whom Customer Satisfaction Surveys were provided, including current point of contact and phone number.

Evaluation Method. The Government reserves the right to consider all aspects of an offeror's performance history. The Government may also contact previous customers as references, and will use Customer Satisfaction Surveys received from customers. Past performance for projects listed under relevant experience will be evaluated first and higher evaluations ratings will be given for relevant projects with outstanding evaluations. The Government may initiate exchanges with an offeror to clarify adverse past performance information when the Offeror has not previously had an opportunity to comment on the evaluation. The Government reserves the right to contact the evaluators of the Customer Satisfaction Surveys submitted. The Government also reserves the right, but is not obligated, to query any Government agencies, databases, and publications for information such as performance evaluations, debarment, terminations, and litigation for evaluation purposes. Firms without any evaluations will be assigned a neutral rating of satisfactory on past performance (See FAR 15.305(a)(2)(iv)).

Criteria D. EXTENT OF SMALL BUSINESS PARTICIPATION

Submittal Requirements: No submittal is required for this criterion. The Government will utilize performance evaluations contained in the CCAS System to evaluate this criterion.

Evaluation Method: Firms will be evaluated for the success and extent of their small business participation in their subcontracting with small and disadvantaged business concerns. Firms will be evaluated based on the ratings received for item entitled "Implementation of Subcontracting Plan" on their past performance evaluations retrieved from the CCAS System. Firms without any evaluations in CCASS, or for which this item was not evaluated (i.e., N/A), will be assigned a neutral rating of satisfactory. Proposed firms that receive a rating below satisfactory for this item in one or more CCASS evaluations will receive a rating of marginal for this criterion. At a minimum, a list of references (minimum of five) shall be provided that will reflect the competency of the proposed offeror and effectiveness of the organization that was provided the reference. The projects may be completed and/or currently under execution. All project listed must have been executed or under execution with the past three (3) years. A Customer Satisfaction Survey form shall be submitted for each project

6. EVALUATION AND AWARD PROCEDURES

A. RELATIVE IMPORTANCE DEFINITIONS: For the purpose of this evaluation, the following terms will be used to establish the relative importance of the criteria:

- Significantly More Important: The criterion is at least three (3) times greater in value than another criterion.
- More Important: The criterion is at least two (2) times greater in value than another criterion.
- Comparatively Equal: The criterion is at least one and one-half (1.5) times greater in value than another criterion.
- Equal: The criterion is of the same value as another criterion.

B. EVALUATION.

1) Technical proposals will be evaluated for conformance with the minimum RFP criteria, and for the extent to which they exceed those criteria. While the intent is to keep the offeror's pre-award proposal effort to a minimum, proposals must provide adequate detail for evaluators to determine how the offeror's proposal meets or exceeds the RFP criteria. It must also form sufficient basis for developing a fair and reasonable price proposal.

2) All technical proposals will be evaluated by a Technical Evaluation Team (TET). Pricing data will not be considered during this evaluation. Criteria for the technical evaluation are set forth elsewhere in the solicitation and

will be the sole basis for determining the technical merit of proposals. Culmination of the technical evaluation will be assignment of a technical rating for each offer.

3) The TET will utilize the relative importance definitions and technical merit ratings described earlier in this section of the solicitation to perform their technical evaluation.

4) To be considered for award, proposals shall conform to the terms and conditions contained in the RFP. No proposal shall be accepted that does not address all criteria requested in this section of the solicitation or which includes stipulations or qualifying conditions unacceptable to the Government.

5) Price is of secondary importance and will be considered of lower importance than technical factors. Pricing will be independently evaluated to determine reasonableness and to aid in determination of the Offeror's understanding of the work and ability to perform the contract.

C. BEST VALUE ANALYSIS. The Government is more concerned with obtaining superior technical features than with making award at the lowest overall cost to the Government. In determining the best value to the Government, the tradeoff process of evaluation will be utilized. The tradeoff process permits tradeoffs among price and non-price factors, and allows the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. You are advised that greater consideration will be given to the evaluation of technical proposals rather than price. It is pointed out, however, that should technical competence between offerors be considered approximately the same, the cost or price could become more important in determining award.

7. SELECTION AND AWARD WITHOUT DISCUSSIONS

A. It is the intent of the Government to make award based upon initial offers, without further discussions or additional information. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume you will be afforded the opportunity to clarify, discuss, or revise your proposal. If award is not made on initial offers, discussions will be conducted as described below.

B. Competitive Range. After initial evaluation of proposals, if the Contracting Officer determines that discussions are to be conducted, the Contracting Officer will establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency (i.e., the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted). Discussions may be held with firms in the competitive range.

C. During Discussions. Written or oral (i.e., telephonic) discussions may be conducted by the Government and all offerors in the competitive range. As a result of discussions, offerors may make revisions to their initial offers. If an offeror's proposal is eliminated or otherwise removed from the competitive range during discussions, no further revisions to that offeror's proposal will be accepted or considered. Discussions will culminate in a request for Final Proposal Revisions, the date and time of which will be common to all offerors.

D. After Discussions. If discussions are conducted, then after receipt of final proposal revisions, the TET will evaluate supplemental information provided by offers, adjust technical scores previously assigned, and provide a recommendation to the Contracting Officer. Subsequently, and after evaluation of any changed to proposed prices, the Contracting Officer will perform a best-value analysis. Selection will be made on the basis of the responsible offer, which conforms to the RFP and represents the most advantageous offer to the Government, subject to availability of funds.

E. Selection and Award. The Government intends to make award based on initial offers. Award of a firm fixed-price task order will be based upon a tradeoff analysis among technical and other pertinent factors (i.e., past performance) and price to determine the best value to the Government in terms of technical factors and price, and the best balance between technical factors and price.

8. DEBRIEFINGS.

A. Offerors excluded from the competition before award will receive a notice and may request a debriefing before award by submitting a written request for a debriefing to the Contracting Officer within three (3) days after receipt of the notice of exclusion from the competition.

B. Unsuccessful Offerors shall request post-award debriefing within three (3) days after the date on which the offeror received notification of task order award. Point-by-point comparisons with other offerors' proposals will not be made, and debriefings will not reveal any information that is not releasable under the Freedom of Information Act.

END OF SECTION

CUSTOMER SATISFACTION SURVEY (PAGE 1 OF 2) -

W912DW-04-R-0020, Miscellaneous Remediation Construction Services, Bunker Hill Mining and Metallurgical Complex Superfund Facility for the States of Idaho and Washington

SECTION 1 -- TO BE COMPLETED BY OFFEROR AND PROVIDED TO REFERENCE

Name of Firm Being Evaluated: _____

Project Title & Location: _____

Project Dollar Value: _____

Year Completed: _____ Project Manager: _____

SECTION 2 -- TO BE COMPLETED BY THE CUSTOMER REFERENCE AND MAILED, EMAILED, FAXED OR HAND-DELIVERED DIRECTLY TO:

U.S. Army Corps of Engineers, Seattle District
Attn: CENWS-CT-CB-CU Attn: Bonnie Lackey
P.O. Box 3755
Seattle, WA 98124-3755

FAX: (206) 764-6817
Street Address:
4735 E. Marginal Way S.
Seattle WA 98134-2329

Forms submitted by other than the customer (i.e., by the offeror), may not be considered.

OVERVIEW: The firm shown above has selected you as a customer reference to provide information on the firm's past performance. Your input is important to this firm and responses are required no later than the time and date proposals are due for inclusion in our evaluation.

Name of Individual completing survey: _____

Firm Name: _____ Phone Number: _____

Relationship to this Project: _____

The chart below depicts ratings to be used to evaluate this contractor's performance.

O	AA	S	M	U
Outstanding	Above Average	Satisfactory	Marginal	Unsatisfactory
Performance met all contract requirements and exceeded expectations. Problems, if any, were negligible, and were resolved in a timely and highly effective manner.	Performance met all contract requirements and exceeded some. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met contract requirements. There were some minor problems, and corrective actions taken by the contractor were satisfactory.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	Performance did not meet contractual requirements. There were serious problems, and the contractor's corrective actions were ineffective.

CUSTOMER SATISFACTION SURVEY (PAGE 2 OF 2)

W912DW-04-R-0020, Miscellaneous Remediation Construction Services, Bunker Hill Mining and Metallurgical Complex Superfund Facility for the States of Idaho and Washington

In the following blocks, please indicate your overall level of satisfaction with the work performed by the firm shown in Section 1. Reference the chart outlined on page 1 of this survey. For any marginal or unsatisfactory rating, please provide explanatory narratives in the remarks block. These narratives need not be lengthy; just detailed. If a question is not applicable, circle N/A. If more space is needed, then go to the end of the questionnaire or attach additional pages. Be sure to identify your continued narration with the respect line number, your name and project name.

	Quality of Work	Circle the appropriate rating using the chart on page 1
A	Quality of Service	O AA S M U N/A
B	Quality Control	O AA S M U N/A
C.	Adequacy of Submittals/Reporting	O AA S M U N/A
D.	Identification/correction of deficient work in a timely manner	O AA S M U N/A
E.	Displayed flexibility in responding to your needs	O AA S M U N/A
F.	Organizational structure/functional relationships of the team including subcontractors	O AA S M U N/A
G.	Response time to your requirements	O AA S M U N/A
H.	Extent of participation of small business concerns as subcontractors under this contract	O AA S M U N/A
I.	Overall rating for this project	O AA S M U N/A
J	How well did the contractor & subcontractors adhere to schedule?	<u>O AA S M U N/A</u>
K.	Would you select this contractor again for future projects?	Yes or No (circle one)

REMARKS: (Discuss strengths and weaknesses of the firm)

Thank you for completing this form. Your assistance in providing this information is appreciated.

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

(1) Obviously misplaced decimal points will be corrected;

- (2) Discrepancy between unit price and extended price, the unit price will govern;
 - (3) Apparent errors in extension of unit prices will be corrected;
 - (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
 - (b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
 - (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.
- (End of statement)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is

included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
3.0%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the city of Kellogg, Shoshone County, Idaho.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

INDIVIDUAL SURETIES (52.228-4003) DEC 1999

As prescribed in FAR 28.203, individual sureties are acceptable for all types of bonds except position schedule bonds.

One individual surety is adequate support for a bond, provided the unencumbered value of the assets pledged by that individual surety equal or exceed the amount of the bond. An offeror may submit up to three individual sureties for each bond, in which case the pledged assets, when combined, must equal or exceed the penal amount of the bond. Each individual surety must accept both joint and several liability to the extent of the penal amount of the bond.

An individual surety may be accepted only if a security interest in acceptable assets is provided to the Government by the individual surety. THE SECURITY INTEREST SHALL BE FURNISHED WITH THE BOND.

Acceptable assets include:

- (a) Cash, or certificates of deposit, or other cash equivalents with a federally insured financial institution;
- (b) United States Government securities at market value.
- (c) Stocks and bonds actively traded on a national U.S. security exchange with certificates issued in the name of the individual surety. (See FAR 28.203-2(b)(3) for list of acceptable exchanges).

(d) Real property owned in fee simple by the surety without any form of concurrent ownership, except as provided in FAR 28.203-2(c) (3)(iii), and located within the 50 United States, its territories, or possessions. These assets will be accepted at 100% of the most current tax assessment value (exclusive of encumbrances) or 75% of the properties' unencumbered market value provided a current appraisal is furnished. (See clause entitled "Pledges of Assets").

(e) Irrevocable letters of credit (ILC) issued by a federally insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided.

Unacceptable assets include but are not limited to:

- (a) Notes or accounts receivable;
- (b) Foreign securities;
- (c) Real property as follows:
 - (1) Real property located outside the United States, its territories, or possessions.
 - (2) Real property which is a principal residence of the surety.
 - (3) Real property owned concurrently regardless of the form of co-tenancy (including joint tenancy, tenancy by the entirety, and tenancy in common) except where all co-tenants agree to act jointly.
 - (4) Life estates, leasehold estates, or future interests in real property.
- (d) Personal property other than that listed as acceptable assets above (e.g., jewelry, furs, antiques);
- (e) Stocks and bonds of the individual surety in a controlled, affiliated, or closely held concern of the offeror/contractor;
- (f) corporate assets (e.g., plant and equipment);
- (g) Speculative assets (e.g., mineral rights);
- (h) Letters of credit, except as provided above.

In order for the Contracting Officer to determine the acceptability of individuals proposed as sureties, all bidders/offerors who submit bonds which are executed by individual sureties shall furnish with the bonds:

- (a) SF28, Affidavit of Individual Surety,
 - (b) Security interest provided to the Government for all pledged assets (See clause entitled "Pledge of Assets")
- and

(c) A current list of all other bonds (including Bid Bonds) on which each individual surety is a surety and bonds for which the individual is requesting to be a surety, together with a statement as to the percent of completion of these bonded jobs. The list will include Contract or Solicitation Numbers, the name, address and telephone number of the contracting office, the type of bond (bid, performance or payment), and the amount of each original obligation. (Note: Performance and Payment bonds must be listed separately.)

Failure to furnish this information may result in non-approval of the surety and a determination of nonresponsibility.

52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. Army, Corps of Engineers, Seattle District
Contracting Officer
P.O. Box 3755
4735 E. Marginal Way South
Seattle, WA 98124-3755

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

MAGNITUDE OF CONSTRUCTION (FAR 36.204) (52. 236-4902) DEC 1999

(a) Amount of Construction for this solicitation is in the range of \$500,000 to \$1,000,000 per year.

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(1) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$28.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SUBMIT THE FOLLOWING INFORMATION WITH YOUR OFFER
NOTICE TO OFFERORS REGARDING PRE-AWARD INFORMATION

It is requested that the following information be provided with your bid:

1. Company Name and Address: _____

2. Point of Contact:
Name: _____ Phone: (____) _____
Alt Phone: (____) _____ Fax: (____) _____
3. Electronic Transfer Payments will now be required for all new contracts. Do you currently receive Electronic Transfer Payments from this agency? (agency codes 00005524/00006482)

Yes() NO()
4. Name of Bank and Branch _____

Personal Banker _____
Telephone Number _____
Fax Number _____
5. Name of Bonding Agent Company _____
Agents Name _____
Telephone _____
6. List three projects that are substantially complete or have been completed within the last two years that are similar to this project. Projects should be listed in the following order: Federal Projects, state projects, city and county projects, than commercial projects. Please provide in the following format:
 - a) Title & Location of Project _____
Agency/Company _____
Award Amount _____
Point of Contact (Name & Title) _____
Telephone Number _____
Year of Completion _____

b) Title & Location of Project _____
Agency/Company _____
Award Amount _____
Point of Contact (Name & Title) _____
Telephone Number _____
Year of Completion _____

c) Title & Location of Project _____
Agency/Company _____
Award Amount _____
Point of Contact (Name & Title) _____
Telephone Number _____
Year of Completion _____

7) List all outstanding uncompleted projects, in the following format:

a) Title of Project _____
Agency/Company _____
Est. Completion Date _____
Award Amount _____

b) Title of Project _____
Agency/Company _____
Est. Completion Date _____
Award Amount _____

c) Title of Project _____
Agency/Company _____
Est. Completion Date _____
Award Amount _____

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUN 2004) --ALTERNATE I (MAR 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(d) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but

excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

- (i) The base fee established in the contract at the time of contract award;
- (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
 - (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
 - (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
 - (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.
- (End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and

complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of

Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by

other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period of one year.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from date of award.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract completion.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

(End of clause)

52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-

owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether HUBZone small business concerns were solicited and, if not, why not;
- (D) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (E) Whether women-owned small business concerns were solicited and, if not, why not; and
- (F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

- (1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number,

labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(2) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis -Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis -Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the

suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis -Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(ii) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis -Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis -Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis -Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis -Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor,

or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-30 DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)

(a) The wage determination issued under the Davis -Bacon Act by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of-- (1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis -Bacon Act.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage

in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
 - (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - (3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - (4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (i) Major group code 10 (except 1011, 1081, and 1094).
 - (ii) Major group code 12 (except 1241).
 - (iii) Major group codes 20 through 39.
 - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - (5) The facility is not located in the United States or its outlying areas.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

- (1) The Contractor shall notify the Contracting Officer; and
 - (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.
 - (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
 - (e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--
 - (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
 - (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).
- (End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

- (a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:
NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material....			
Item 2			
Foreign construction material....			
Domestic construction material....			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at

TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check,

irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3 million, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to

payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this

Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States
\$ _____. This draft is drawn under Irrevocable Letter of Credit No.

_____.

[Beneficiary Agency]

By: _____

(End of clause)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

- (b) The contract price includes all applicable Federal, State, and local taxes and duties.
 - (c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
 - (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
 - (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
 - (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
 - (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
 - (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.
- (End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
 - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

- (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
 - (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--
- (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

- (1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under

subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2003) ALTERNATE I (MAR 2000)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

- (A) completed work, including partial deliveries, to which the Contractor has acquired title; and
- (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither
 - (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor
 - (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
 - (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
 - (2) Performance of this contract is endangered by the Contractor's
 - (i) Failure to make progress or
 - (ii) Unsatisfactory financial condition.
 - (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
 - (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
 - (5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.
 - (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements,

and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall -

(i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this

contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 15th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the

Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

- (A) The Government owes an interest penalty of \$1 or more;
- (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
- (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.
- (ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--
- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
 - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
 - (3) State that payment of the principal has been received, including the date of receipt.
- (B) If there is no postmark or the postmark is illegible--
- (1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or
 - (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
- (b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:
- (1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.
 - (2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--
 - (i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
 - (ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.
 - (3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:
 - (i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the

Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -
- (A) Exceeding \$100,000; or
- (B) Regardless of the amount claimed, when using -
- (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
- (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the

Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a

protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to

the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will
- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
 - (2) avoid interruptions of Government operations and delays in project completion dates; and
 - (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
- (1) Provide appropriate safety barricades, signs, and signal lights;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (4) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
- (End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without

such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)

(a) Government-furnished property.

(1) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap (to which the Government has obtained title under paragraph (c) of this clause).--(i) Contractor with an approved scrap procedure.--(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

(2) Is a classified item;

- (3) Is generated from classified items;
 - (4) Contains hazardous materials or hazardous wastes;
 - (5) Contains precious metals; or
 - (6) Is dangerous to the public health, safety, or welfare.
- (ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.
- (2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:
- (i) May purchase the property at the **acquisition** cost.
 - (ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).
 - (iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.
- (3) Inventory disposal schedules.--(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--
- (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and
 - (B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.
- (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.
- (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--
- (A) Special test equipment with commercial components;
 - (B) Special test equipment without commercial components;
 - (C) Printing equipment;
 - (D) Computers, components thereof, peripheral equipment, and related equipment;
 - (E) Precious Metals;
 - (F) Nonnuclear hazardous materials or hazardous wastes; or
 - (G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage.--

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions.

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property.

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract

requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

- (i) 45 percent for fixed-price contracts or
- (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) -
ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any

direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(5) Actual costs for each piece of equipment, or groups of similar serial or series

equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(6) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there

is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(7) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and

complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)

(a) Definitions. As used in this clause--

Indian means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

Native Hawaiian small business concern means an entity that is--

(1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to--

(1) For matters relating to Indian organizations or Indian-owned economic enterprises: U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer.

(2) For matters relating to Native Hawaiian small business concerns: Department of Hawaiian Home Lands, PO Box 1879, Honolulu, HI 96805. The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made--

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000 for which further subcontracting opportunities may exist.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)

(a) If the contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Unfinalized Contract Actions) to 90 percent.

(c) If the contractor is a small disadvantaged business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Unfinalized Contract Actions) to 95 percent.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

- (1) Must include sufficient detail to permit an analysis of profit, and of all costs for --
 - (i) Material;
 - (ii) Labor;
 - (iii) Equipment;
 - (iv) Subcontracts; and
 - (v) Overhead; and
- (2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.
- (c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.
- (d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall--
 - (1) Check all drawings furnished immediately upon receipt;
 - (2) Compare all drawings and verify the figures before laying out the work;
 - (3) Promptly notify the Contracting Officer of any discrepancies;
 - (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
 - (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
 - (1) Large-scale drawings shall govern small-scale drawings; and
 - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
 - (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
 - (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
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(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

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SECTION 00800

SPECIAL CLAUSES

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Section 00800

SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.

(a) Delivery or performance period will be as specified in each individual task order issued hereunder.

(b) The Contractor shall be required to commence work within the time frame specified in the individual Task Orders, prosecute the work diligently, and complete the entire work ready for use not later than the number of calendar days specified in the Task Order. The time stated for completion shall include final cleanup of the premises and submittal of all final environmental reports. The Contractor shall ensure that all Task Order work under this contract is completed and that submittals are made in accordance with the time allowances and progress schedules set forth in individual Task Orders. The schedule is subject to adjustment by the Contracting Officer, in writing, for material delays on the part of the Government and for conditions beyond the control of the parties hereto.

SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract statement of work under a task order, or any extension, the Contractor shall pay to the Government as liquidated damages, the sums specified below.

(1) For exceeding the specified performance period for any task order, the sum of \$977.00 for each calendar day of delay. Separate additional liquidated damages may be specified in an individual task order;

(2) For any number of task orders for which delay costs are applicable at the same time, the total daily liquidated damages will be limited to \$977.00 for each calendar day of delay except when separate additional liquidated damages are specified in an individual task order(s). These additional damages, if specified, shall be concurrent and cumulative and applied in addition to the basic liquidated damages noted above.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

SC-3. TIME EXTENSIONS (APR 1984) (FAR 52.211-13) Notwithstanding any other provisions of this Contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction of the various elements of the work. The change order granting the time extension may provide that the task order completion date will be extended only for those specific elements so delayed and that the remaining task order completion dates for all other portions of the work will not be altered

and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

SC-4. DELETED.

SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 1989) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as the laws of the State in which this Contract is to be performed prescribe;
or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this Contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(d) Insurance Liability Schedule (FAR 28.307-2)

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(a) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the

Contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Environmental Liability If this contract includes the transport, treatment, storage, or disposal of hazardous materials and/or hazardous waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-6. DELETED.

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen (15%) percent of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Physical Conditions: For each task order, the statement of work may include indications of physical conditions for the site, either on the drawings and in the specifications, which are based on the result of site investigations and /or other data, including test holes, surveys and sampling.

(b) Weather Conditions: Each bidder shall be satisfied before submitting its bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(c) Transportation Facilities: Each bidder, before submitting its bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

(d) Right-of-Way: The right-of-way for the work covered by these specifications will be furnished by the Government. The Contractor may use such portions of the land within the right-of-way not otherwise occupied as may be designated by the Contracting Officer. The Contractor shall, without expense to the Government, and at any time during the progress of the work when space is needed within the right-of-way for any other purposes, promptly vacate and clean up any part of the grounds that have been allotted to, or have been in use by, him when directed to do so by the Contracting Officer. The Contractor shall keep the buildings and grounds in use by him at the site of the work in an orderly and sanitary condition. Should the Contractor require additional working space or lands for material yards,

job offices, or other purposes, the Contractor shall obtain such additional lands or easements at its expense.

SC-9. DELETED.

SC-10. LAYOUT OF WORK (APR 95):

The Government has laid out the work based on the known physical features of the site, which is described in the individual task order and applicable drawings attached thereto, if any. The Contractor shall lay out its work using the same features and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work within the lines and grades or depths that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due, or to become due, to the Contractor.

SC-11 THROUGH SC-13. DELETED.

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)-
(EFARS 52.231-5000)

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VIII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at http://www.access.gpo.gov/su_docs.

SC-15. THROUGH SC-17. DELETED.

SC-18. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (DEC 1991)(DOD FAR SUPP 252.236-7001)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. The Government will not give the Contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(2) Will issue individual task orders in accordance with Section 00840 SPECIAL CONTRACT REQUIREMENTS paragraph "Ordering Procedures For Task Orders."

(b) For drawings issued under each task order, the Contractor shall--

(1) check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work under an individual task order shall conform to the statement of work and the contract drawings attached thereto.

SC-19. THROUGH SC-23. DELETED.

SC-24 WORK AUTHORIZATION DIRECTIVE

The Work Authorization Directive (WAD) system is a series of numbered directives issued to the Contractor for work items to be executed under the contract with a specific not to exceed cost limitation. Examples of such features are excavation of contaminated material, capping of surface soils, placement of stone/gravel materials, utility adjustments, surface restoration, or other miscellaneous mechanical/electrical/ plumbing/welding/painting/labor work. Each WAD contains an agreed-upon scope and budget amount. The dollar amount of the WAD shall be limited to \$50,000 and it may not be exceeded without the approval of the Contracting Officer. Normally, a WAD will be issued after agreement on the scope and budget cost estimate for the work included. Costs for labor, materials and equipment required to perform work under a WAD will be based on the applicable prepriced line items for labor, materials and equipment. Costs for other non-prepriced laborers, equipment and materials will be negotiated for the WAD. If there is a delay in agreement regarding the budget amount or other features of a WAD, the Contracting Officer may direct the Contractor to perform the work under emergency procedures.

Following issuance of a WAD, the Contractor will prepare sequentially-numbered work orders for execution of the work included in the WAD. The work order will include the number of the WAD, a description of the work, resources involved, and a budget estimate of the cost of the work order. The contractor will agree to the level of effort for each feature of work before work is initiated under the Work Order process. Upon agreement, the budget amount will be a fixed price. The cumulative budget estimate for work orders submitted for each WAD shall not exceed the total budget estimate for the WAD without approval of the Contracting Officer.

The Contractor shall maintain backup data justifying all expenditures in the Work Orders under each WAD, and will provide cumulative expenditure status reports (actual against budget) for each WAD included in a payment request. No payment will be made until the entire work under the WAD is completed. Provisions for ordering under a WAD are specified in Section 00840 SPECIAL CONTRACT REQUIREMENTS.

END OF SECTION

SECTION 00840

SPECIAL CONTRACT REQUIREMENTS

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2.	PERIOD OF SERVICE
3.	ORDERING INFORMATION
4.	TASK ORDER LIMITATIONS
5.	INDEFINITE QUANTITY
6.	ORDERING PROCEDURES FOR TASK ORDERS
7.	WAD PROCEDURES
8.	PERFORMANCE AND PAYMENT BONDS AND ALTERNATIVE PAYMENT PROTECTIONS
9.	OPTION FOR INCREASED QUANTITY
10.	DAVIS-BACON WAGE RATES
11.	ORDER OF PRECEDENCE
12.	EVALUATION OF CONTRACTOR PERFORMANCE

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SECTION 00840 - SPECIAL CONTRACT REQUIREMENTS

1. **PURPOSE AND SCOPE OF SERVICES.** The purpose of this indefinite-delivery, indefinite-quantity contract is to provide general construction services for remediation support of the Bunker Hill Mining and Metallurgical Complex Superfund Facility contract geographic boundaries. (See Section 01010 for geographic boundaries.) The Contractor shall provide construction services and perform the operations as generally described in this contract. Individual Task Orders issued under this contract will describe actual site operations to be performed on specific projects. The rights and obligations of the parties to this contract shall be subject to and governed by the provisions of this contract and the provisions of all Task Orders hereunder.

2. **PERIOD OF SERVICE.** Day one of the contract is the date of signature by the Contracting Officer. The ordering period for the contract shall automatically end upon completion of the base period, absent an extension. The contract shall include a base period, not-to exceed (NTE) one year and two option periods (NTE one year each), for a total contract performance period NTE three years. One year is defined as 365 consecutive days. Each extension of the contract period shall be evidenced by modification to this contract. Only the Contracting Officer and Successor Contracting Officers have authority to modify the contract. Absent any extension, the ordering period shall automatically end upon termination of the base period. Expiration or termination of the ordering period shall not affect performance of any order issued during the effective period of this contract.

3. ORDERING INFORMATION.

a. Any supplies and services to be furnished under this contract shall be ordered by issuance of Task Orders by the individuals or activities designated in this contract. Such orders may be issued for the base and option periods in accordance with paragraph 2, PERIOD OF SERVICE, above.

b. If mailed, a Task Order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

c. The rights and obligations of the parties to this contract shall be subject to and governed by the provisions of this contract and the provisions of all Task Orders issued hereunder. To the extent of any inconsistency between the contract and a Task Order, provisions of this contract shall control.

d. The Contractor shall ensure that all contract work is completed in accordance with the time allowances and progress schedule set forth in each Task Order. The schedule is subject to adjustment by the Contracting Officer or duly authorized representative, in writing, for material delays on the part of the Government and for conditions beyond the control of the parties hereto.

4. TASK ORDER LIMITATIONS.

a. **Minimum Order.** When the Government requires supplies or services covered by this contract in an amount less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.

b. **Maximum Order.** The Government may combine several projects, as indicated by separate Statements of Work and individual line items, in one Task Order, as required. The Contractor is not obligated to honor –

- (1) Any single Task Order in excess of \$1,000,000;
- (2) A series of orders from the ordering office totaling more than \$1,000,000 within a seven (7) calendar-day period.

c. Notwithstanding paragraphs (a) and (b) above, the Contractor shall honor any Task Order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to accept the services called for and the reasons. Upon receiving this notice, the Government may acquire the services from another source.

d. Except for any limitations on quantities in this paragraph (4) or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring simultaneous performance at multiple locations.

5. INDEFINITE QUANTITY (52.216-22 – OCT 1995).

a. This is an indefinite-quantity contract for the services specified, and effective for the periods stated, in this section of the contract. Quantities of services specified in the Bid Schedule are estimates only and are not purchased by this contract. The Government will only pay the Contractor for the quantities ordered and accepted under Task Orders issued under this contract.

b. The price schedule for each period of the contract shall be in effect for 365 consecutive days.

c. Performance shall be made only as authorized by Task Orders issued in accordance with this section of the contract. The Contractor shall furnish to the Government, when and if ordered, the services specified in the Schedule up to and including a maximum of \$1 million per contract period.

d. The Government is not obligated to fund the maximum cumulative dollar amount of this contract. Each Task Order will have funds obligated on an individual basis. The Government intends to order a minimum of two percent (2%) of the maximum possible amount for the base year and, if the option years are exercised, one percent (1%) of the maximum possible option amount. Should the Government fail to order this amount of services during the applicable contract period, the Contractor may submit a claim as provided in the contract clause entitled "Disputes." In no event will the Government's liability under this circumstance exceed 2% of the maximum possible amount for the base period and, if the option years are exercised, 1% of the maximum possible option amount.

e. The Contractor will be compensated at the rates shown in Bid Schedule, for the duration of the contract.

6. ORDERING PROCEDURES FOR TASK ORDERS.

a. **ISSUING A TASK ORDER RFP.** When the Government requires work under this Contract, a Request for Proposal (RFP) will be issued. Each RFP will typically consist of the following:

1) A statement of work describing the services to be performed, which may include special instructions and conditions including sequence of work, and a set of sketches or drawings to define the basis of work for the order.

2) Applicable bid items with estimated quantities from the schedule;

3) Liquidated damages to be assessed for non-completion of the work (if other than those stated in Section 00800);

4) Schedule for task order preparation and work execution;

5) If applicable, the RFP will also indicate the time and date for a joint site visit (scoping meeting). Joint site visits may be accomplished in connection with each Task Order, prior to final agreement, to resolve any work requirements or a meeting may be held in person to discuss particulars of the work.

b. No bid bond or bid guarantee will be required for individual Task Orders.

c. The Contractor will not be reimbursed for attendance during negotiations, site visits, or other pre-Task Order costs.

d. **SUBMISSION OF PROPOSAL BY CONTRACTOR.** The Contractor shall respond within the number of calendar days stated in the RFP by submitting a proposal to the Contracting Officer, or authorized representative, in accordance with the requirements stated in the RFP. Unless otherwise indicated in the RFP, proposals shall contain the following:

1) Proposed quantities for line items stated in the RFP, and any others materials or tasks that may be applicable;

2) Non-prepriced items (e.g., materials or tasks) broken out and separately priced. Include three price quotes from different manufacturers/suppliers for each item. Quotes shall be signed by an authorized representative of the manufacturer;

3) A completion schedule;

4) All submittals and documentation required by the contract to indicate that adequate layout, set-up, and planning to accomplish the work have been done.

5) Lump-sum price for all work to be performed under the Task Order.

e. **NEGOTIATION AND AWARD OF TASK ORDERS.**

1) Proposals will either be accepted as is or negotiated to the mutual agreement of both the Government and the Contractor. Upon conclusion of satisfactory discussions or negotiations (if required),

a Task Order will be issued by the Contracting Officer reflecting the negotiated order price and payment terms as outlined in the statement of work or specifications. In any instance where there is failure to reach agreement on price, the Government reserves the right to withdraw the project and have it completed by other means. The awarded Task Order will be firm fixed-price with a specific completion date.

2) Task Orders will be issued on DD Form 1155. Orders may be placed via mail, telephone, facsimile or electronic commerce. The Task Order becomes binding when the Contracting Officer signs the Order. Notice to Proceed (NTP) will be issued separately after receipt of acceptable performance and payment bonds or alternate payment protections. Issuing and payment offices will be cited on each Task Order.

3) **PLANS AND SPECIFICATIONS.** The Contractor will be provided one (1) copy of the construction drawings and Statement of Work (with pertinent supplemental specifications) upon issue of each Task Order. All further reproduction shall be at the Contractor's expense. The Government may provide these as hard copy or as electronic media, such as e-mail or CD ROM, at its option.

7. WORK AUTHORIZATION DIRECTIVE (WAD) PROCEDURES:

Some requirements and/or groups of requirements may be awarded under a task order utilizing a Work Authorization Directive (WAD) described under Section 00800 SPECIAL CLAUSES. The WAD will be provided under a Request for Proposal cover letter and will generally include the requirements defined under paragraph 6 **ORDERING PROCEDURES FOR TASK ORDERS.** The WAD may contain one or more separate work items and additional work items may be added to the WAD within the not-to-exceed limitation. Quantity tracking if required will be identified under the individual WAD instructions. The maximum amount of each WAD is limited to \$50,000 and may not be exceed without written authorization of the Contracting Officer. The WAD will be signed by a contractor representative authorized with negotiation authority, and by either the Government Alternate Contracting Officer's (ACO) representative or the Contracting Officer's Representative (COR). These signatures will constitute a Notice to Proceed for the work specified under the WAD as of the date of the executed signatures. A copy of the WAD agreement document is included for information at the end of this section.

8. PERFORMANCE AND PAYMENT BONDS AND ALTERNATIVE PAYMENT PROTECTIONS (FAR 28.102-1).

a. Performance and payment bonds and alternative payment protections shall be provided for all Task Orders awarded under this contract. Bonds and other payment protections shall be provided within 5 calendar days of award of a Task Order, unless otherwise agreed. Notice to Proceed will not be issued until the Contractor provides sufficient bonding to cover the work being performed.

b. For Task Orders awarded between \$50,000 and \$100,000, payment protection shall be provided in accordance with clause 52.228-13, ALTERNATIVE PAYMENT PROTECTIONS, in Section 00700 of the contract.

c. For all other Task Orders, performance and payment bonds shall be required, and the penal sum established, by each Task Order.

d. **Performance Bond**: The penal sum of each performance bond shall equal one hundred percent (100%) of the price of each Task Order placed hereunder.

e. **Payment Bond**: The penal sum shall be fifty percent (50%) of order price.

f. **Additional Bonding**: Additional bonding shall only be required to the extent that the amount of construction being accomplished exceeds the value of the performance and payment bonds. Notice to Proceed will not be issued until the Contractor provides sufficient bonding to cover work being performed. Such additional bonding shall be provided within 5 calendar days of request by the Contracting Officer, unless otherwise agreed. Further information is provided in clause 52.228-2, ADDITIONAL BOND SECURITY, in Section 00700 of the contract.

9. **OPTION FOR INCREASED QUANTITY.** In any Task Order awarded under this contract, the Government may elect to make certain portions of the work, as described in the Statement of Work, optional. In Task Orders containing such options, the Government, at its discretion, may increase the quantity of work awarded by exercising one or more of the optional items at any time, or not at all, but no later than the number of calendar days stated in the individual Task Order. Notice to proceed on work items added by exercise of the option(s) may be given by Contracting Officer verbally or in writing. The completion schedule for the optional work that is awarded shall be based on receipt by the Contractor of either written or verbal notice to proceed, whichever is sooner.

10. **DAVIS-BACON WAGE RATES.** Davis-Bacon wage rates shall be utilized for all Task Orders under this contract.

a. The wage decisions in place at time of award shall be utilized for 365 consecutive days.

b. With exercise of an option at a one-year interval after the preceding contract period, current Davis-Bacon general wage decisions will be incorporated into the contract via modification. These rates shall be utilized for 365 consecutive days.

c. Compensation for increases in wage rates shall be made via the Contractor's coefficients for the option years.

d. See end of Section 00800 for General Wage Decisions.

11. **ORDER OF PRECEDENCE.** Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications), (b) representations and other instructions, (c) contract clauses, (d) other documents, exhibits, and attachments, and (e) the specifications.

12. **EVALUATION OF CONTRACTOR PERFORMANCE.** In accordance with FAR 36.201(a)(1)(i), the Contractor's performance will be evaluated annually before exercise of each option year, and may be

04003

Miscellaneous Remediation Construction Services

Bunker Hill Mining and Metallurgical Complex Superfund Facility

evaluated upon completion of each Task Order. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government.

END OF SECTION

WORK AUTHORIZATION DOCUMENT

Miscellaneous Remediation Construction Services
Bunker Hill Mining and Metallurgical Complex Superfund Facility

WAD NUMBER:

DATE:

ISSUED BY:

PROPERTY DESCRIPTION:

ATTACHMENTS:

SCOPE OF WORK:

ESTIMATED LINE ITEM QUANTITIES: (see attached)

NEGOTIATIONS:

Final Negotiated Price (*): _____

Date of Negotiations: _____

Signed:

Contractor Signature/Date

Government Signature/Date

* The Final Negotiated Price is considered fair and reasonable by both parties, and is awarded as a lump sum (firm-fixed) price for all work required under this Work Authorization Document. The executed signatures above constitute a Notice to Proceed for subject work under this WAD as of the date of signature by both parties.

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GENERAL DECISION: WA20030001 07/02/2004 WA1

Date: July 2, 2004

General Decision Number: WA20030001 07/02/2004

Superseded General Decision Number: WA020001

State: Washington

Construction Types: Heavy (Heavy, and Dredging) and Highway

Counties: Washington Statewide.

HEAVY AND HIGHWAY AND DREDGING CONSTRUCTION PROJECTS (Excludes
D.O.E. Hanford Site in Benton and Franklin Counties)

Modification Number	Publication Date
0	06/13/2003
1	01/23/2004
2	02/06/2004
3	02/13/2004
4	03/05/2004
5	03/12/2004
6	04/16/2004
7	05/14/2004
8	06/18/2004
9	06/25/2004
10	07/02/2004

CARP0001-008 06/01/2004

	Rates	Fringes
Carpenters:		
COLUMBIA RIVER AREA - ADAMS, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GRANT, OKANOGAN (EAST OF THE 120TH MERIDIAN) AND WALLA WALLA COUNTIES		
GROUP 1:.....	\$ 23.88	7.45
GROUP 2:.....	\$ 24.99	7.45
GROUP 3:.....	\$ 24.15	7.45
GROUP 4:.....	\$ 23.88	7.45
GROUP 5:.....	\$ 59.17	7.45
GROUP 6:.....	\$ 28.02	7.45
SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS AND WHITMAN COUNTIES		
GROUP 1:.....	\$ 23.21	7.45
GROUP 2:.....	\$ 24.31	7.45
GROUP 3:.....	\$ 23.47	7.45
GROUP 4:.....	\$ 23.21	7.45
GROUP 5:.....	\$ 57.50	7.45

GROUP 6:.....\$ 27.30

7.45

CARPENTERS CLASSIFICATIONS

GROUP 1: Carpenter; Burner-Welder; Rigger and Signaler; Insulators (all types), Acoustical, Drywall and Metal Studs, Metal Panels and Partitions; Floor Layer, Sander, Finisher and Astro Turf; Layout Carpenters; Form Builder; Rough Framers; Outside or Inside Finisher, including doors, windows, and jams; Sawfiler; Shingler (wood, composition) Solar, Fiberglass, Aluminum or Metal; Scaffold Erecting and Dismantling; Stationary Saw-Off Bearer; Wire, Wood and Metal Lather Applicator

GROUP 2: Millwright, machine erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, dock and wharf carpenters

GROUP 5: Divers

GROUP 6: Divers Tender

DEPTH PAYY FOR DIVERS:

Each foot over 50-100 feet	\$1.00
Each foot over 100-175 feet	2.25
Each foot over 175-250 feet	5.50

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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SOUTHWEST WASHINGTON: CLARK, COWLITZ, KCLICKITAT,
LEWIS(Piledriver only), PACIFIC (South of a straight line made

by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA AND WAHAKIAKUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS; ACOUSTICAL.....	\$ 26.94	10.33
DIVERS TENDERS.....	\$ 29.45	10.33
DIVERS.....	\$ 64.00	10.33
DRYWALL.....	\$ 26.94	10.33
FLOOR LAYERS & FLOOR FINISHERS (the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors when the materials mentioned above are to be installed); INSULATORS (fiberglass and similar irritating materils.....	\$ 27.09	10.33
MILLWRIGHTS.....	\$ 27.44	10.33
PILEDRIERS.....	\$ 27.44	10.33

DEPTH PAY:

50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET
100 TO 150 FEET 1.50 PER FOOT OVER 100 FEET
150 TO 200 FEET 2.00 PER FOOT OVER 150 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities

ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities

ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities

ZONE 4: Projects located more than 50 miles and less than 60

miles of the respective city of the above mentioned cities.
 ZONE 5: Projects located more than 60 miles and less than 70
 miles of the respective city of the above mentioned cities
 ZONE 6: Projects located more than 70 miles of the respected
 city of the above mentioned cities

 CARP0770-003 06/01/2004

	Rates	Fringes
Carpenters:		
CENTRAL WASHINGTON:		
CHELAN, DOUGLAS (WEST OF		
THE 120TH MERIDIAN),		
KITTTITAS, OKANOGAN (WEST		
OF THE 120TH MERIDIAN) AND		
YAKIMA COUNTIES		
ACCOUSTICAL WORKERS.....	\$ 20.98	9.22
CARPENTERS AND DRYWALL		
APPLICATORS.....	\$ 20.72	9.22
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 20.82	9.22
DIVERS TENDER.....	\$ 31.17	9.50
DIVERS.....	\$ 70.07	9.50
INSULATION APPLICATORS.....	\$ 20.72	9.22
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 29.40	9.22
PILEDRIIVER, BRIDGE DOCK		
AND WHARF CARPENTERS.....	\$ 28.40	9.22
PILEDRIIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 28.60	9.22
SAWFILERS, STATIONARY		
POWER SAW OPERATORS,		
FLOOR FINISHER, FLOOR		
LAYER, SHINGLER, FLOOR		
SANDER OPERATOR AND		
OPERATORS OF OTHER		
STATIONARY WOOD WORKING		
TOOLS.....	\$ 20.85	9.22
WESTERN WASHINGTON:		
CLALLAM, GRAYS HARBOR,		
ISLAND, JEFFERSON, KING,		
KITSAP, LEWIS (excludes		
piledrivers only), MASON,		
PACIFIC (North of a		
straight line made by		
extending the north		
boundary line of Wahkiakum		
County west to the Pacific		
Ocean), PIERCE, SAN JUAN,		
SKAGIT, SNOHOMISH,		
THURSTON AND WHATCOM COUNTIES		
ACOUSTICAL WORKERS.....	\$ 28.56	10.55

CARPENTERS AND DRYWALL		
APPLICATORS.....	\$ 28.40	10.55
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 28.50	10.55
DIVERS TENDER.....	\$ 31.17	10.55
DIVERS.....	\$ 70.07	10.55
INSULATION APPLICATORS.....	\$ 28.40	10.55
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 29.40	10.55
PILEDRIIVER, BRIDGE, DOCK		
& WHARF CARPENTERS.....	\$ 28.40	10.55
PILEDRIIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 28.60	10.55
SAWFILERS, STATIONARY		
POWER SAW OPERATORS,		
FLOOR FINISHER, FLOOR		
LAYER, SHINGLER, FLOOR		
SANDER OPERATOR AND		
OPERATORS OF OTHER		
STATIONARY WOOD WORKING		
TOOLS.....	\$ 28.53	10.55

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
25-35 radius miles	\$1.00/hour
35-45 radius miles	\$1.15/hour
45-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
25-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

ELEC0046-001 12/01/2003

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 36.85	3%+10.55
Electrician.....	\$ 33.50	3%+10.55

ELEC0048-003 01/01/2004

CLARK, KLINKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 31.40	3%+12.35
Electrician.....	\$ 31.15	3%+12.35

ELEC0073-001 07/01/2003

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 24.37	3%+11.03
Electrician.....	\$ 23.97	3%+11.03

ELEC0076-002 07/01/2003

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 33.32	3%+12.06
Electrician.....	\$ 30.02	3%+12.06

ELEC0077-002 02/01/2004

	Rates	Fringes
Line Construction:		
CABLE SPLICERS.....	\$ 38.71	3.875%+8.75
GROUND MEN.....	\$ 24.19	3.875%+7.00
LINE EQUIPMENT MEN.....	\$ 29.72	3.875%+7.00
LINEMEN, POLE SPRAYERS, HEAVY LINE EQUIPMENT MAN....	\$ 34.56	3.875%+8.75
POWDERMEN, JACKHAMMERMEN....	\$ 25.92	3.875%+7.00
TREE TRIMMER.....	\$ 20.27	3.875%+7.19

ELEC0112-005 06/01/2004

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 31.24	3%+12.28
Electrician.....	\$ 29.75	3%+12.28

ELEC0191-003 09/01/2003

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 33.72	3%+9.83
Electrician.....	\$ 30.66	3%+9.83

ELEC0191-004 09/01/2003

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 29.33	3%+9.78
Electrician.....	\$ 26.66	3%+9.78

ELEC0970-001 06/01/2003

COWLITZ AND WAHKIAKUM COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 31.57	3%+9.40
Electrician.....	\$ 28.70	3%+9.40

ENGI0302-003 06/01/2004

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

PROJECTS: CATEGORY A PROJECTS (EXCLUDES CATEGORY B PROJECTS, AS SHOWN BELOW)

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 30.61	10.25
Group 1AA.....	\$ 31.15	10.25
Group 1AAA.....	\$ 31.67	10.25
Group 1.....	\$ 30.09	10.25
Group 2.....	\$ 29.63	10.25
Group 3.....	\$ 29.24	10.25
Group 4.....	\$ 27.01	10.25

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$.70

Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barber Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or

crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

CATEGORY B PROJECTS: 95% OF THE BASIC HOURLY RATE FOR EACH GROUP PLUS FULL FRINGE BENEFITS APPLICABLE TO CATEGORY A PROJECTS SHALL APPLY TO THE FOLLOWING PROJECTS. REDUCED RATES MAY BE PAID ON THE FOLLOWING:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving including, but utilities excluded.
3. Marine projects (docks, wharfs, ect.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designed hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

ENGI0302-009 06/01/2004

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 95% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

WORK PERFORMED ON HYDRAULIC DREDDGES:

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
GROUP 1		
TOTAL PROJECT COST		
\$300,000 AND OVER.....	\$ 28.80	10.25
TOTAL PROJECT COST UNDER		
\$300,000.....	\$ 26.96	8.40
GROUP 2		
TOTAL PROJECT COST		
\$300,000 AND OVER.....	\$ 28.91	10.25
TOTAL PROJECT COST UNDER		
\$300,000.....	\$ 27.06	8.40
GROUP 3		
TOTAL PROJECT COST		
\$300,000 AND OVER.....	\$ 29.27	10.25
TOTAL PROJECT COST UNDER		
\$300,000.....	\$ 27.38	8.40
GROUP 4		
TOTAL PROJECT COST		
\$300,000 AND OVER.....	\$ 29.32	10.25
TOTAL PROJECT COST UNDER		
\$300,000.....	\$ 27.43	8.40
GROUP 5		
TOATL PROJECT COST		
\$300,000 AND OVER.....	\$ 30.79	10.25
TOTAL PROJECT COST UNDER		
\$300,000.....	\$ 28.75	8.40
GROUP 6		
TOTAL PROJECT COST		
\$300,000 AND OVER.....	\$ 28.80	10.25
TOTAL PROJECT COST UNDER		
\$300,000.....	\$ 26.96	8.40

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$.70

Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - ASSISTANT MATE (DECKHAND)

GROUP 2 - OILER

GROUP 3 - ASSISTANT ENGINEER (ELECTRIC, DIESEL, STEAM OR BOOSTER PUMP); MATES AND BOATMEN

GROUP 4 - CRANEMAN, ENGINEER WELDER

GROUP 5 - LEVERMAN, HYDRAULIC
GROUP 6 - MAINTENANCE

CATEGORY B PROJECTS: 95% OF THE BASIC HOURLY RATE FOR EACH GROUP PLUS FULL FRINGE BENEFITS APPLICABLE TO CATEGORY A PROJECTS SHALL APPLY TO THE FOLLOWING PROJECTS. REDUCED RATES MAY BE PAID ON THE FOLLOWING:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving including, but utilities excluded.
3. Marine projects (docks, wharfs, ect.) less than \$150,000.

HEAVY WAGE RATES (CATEGORY A) APPLIES TO CLAM SHELL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designed hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

ENGI0370-002 08/01/2003

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
Power equipment operators:		
GROUP 1A.....	\$ 20.94	7.37
GROUP 1.....	\$ 21.49	7.37
GROUP 2.....	\$ 21.81	7.37
GROUP 3.....	\$ 22.42	7.37
GROUP 4.....	\$ 22.58	7.37
GROUP 5.....	\$ 22.74	7.37
GROUP 6.....	\$ 23.02	7.37
GROUP 7.....	\$ 23.29	7.37
GROUP 8.....	\$ 24.39	7.37

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Moses Lake, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Moses Lake, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Drillers Helper (Assist driller in making drill rod connections, service drill engine and air compressor, repair drill rig and drill tools, drive drill support truck to and on the job site, remove drill cuttings from around bore hole and inspect drill rig while in operation); Fireman & Heater Tender; Grade Checker; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer;

Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond)(operate drilling machine, drive or transport drill rig to and on job site and weld well casing); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar)(operates drilling machine, drive or transport drill rig to and on job site and weld well casing); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operatr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar)

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments, Athey & Huber); Boom Cats (side); Cable Controller (dispatcher); Clamshell Operator (under 3 yds.); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Draglines (under 3 yds.); Drill Doctor; H.D. Mechanic; H.D. Welder; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Tractors (D-6 & equilvalent & over); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds

& over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)
 180 ft to 250 ft \$.30 over scale
 Over 250 ft \$.60 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

 ENGI0370-006 06/01/2002

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

WORK PERFORMED ON HYDRAULIC DREDGES

	Rates	Fringes
Hydraulic Dredge		
GROUP 1:.....	\$ 24.73	6.27
GROUP 2:.....	\$ 25.10	6.27
GROUP 3:.....	\$ 25.13	6.27
GROUP 4:.....	\$ 25.52	6.27
GROUP 5:.....	\$ 24.63	6.27

GROUP 1: Assistant Mate (Deckhand) and Oiler
 GROUP 2: Assistant Engineer (Electric, Diesel, Steam, or Booster Pump); Mates and Boatmen
 GROUP 3: Engineer Welder
 GROUP 4: Leverman, Hydraulic
 GROUP 5: Maintenance

HEAVY WAGE RATES APPLIES TO CLAM SHELL DREDGE, HOE AND
DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND
BULLDOZERS.

ENGI0612-001 06/01/2004

LEWIS, PIERCE, PACIFIC (THAT PORTION WHICH LIES NORTH OF A
PARALLEL LINE EXTENDED WEST FROM THE NORTHERN BOUNDARY OF
WAHKAIKUM COUNTY TO THE SEA IN THE STATE OF WASHINGTON) AND
THURSTON COUNTIES

PROJECTS:

CATEGORY A PROJECTS (excludes Category B projects, as shown
below)

	Rates	Fringes
Power equipment operators:		
WORK PERFORMED ON		
HYDRAULIC DREDGES:Total		
Project cost \$300,000 and		
over		
GROUP 1.....	\$ 28.80	10.25
GROUP 2.....	\$ 28.91	10.25
GROUP 3.....	\$ 29.27	10.25
GROUP 4.....	\$ 29.32	10.25
GROUP 5.....	\$ 30.79	10.25
GROUP 6.....	\$ 28.80	10.25
WORK PERFORMED ON		
HYDRAULIC DREDGES:Total		
Project Cost under \$300,000		
GROUP 1.....	\$ 26.96	8.40
GROUP 2.....	\$ 27.06	8.40
GROUP 3.....	\$ 27.38	8.40
GROUP 4.....	\$ 27.43	8.40
GROUP 5.....	\$ 28.75	8.40
GROUP 6.....	\$ 26.96	8.40

ZONE 2 (26-45 radius miles) - Add \$.70 to Zone 1 rates

ZONE 3 (Over 45 radius miles) - Add \$1.00 to Zone 1 rates

BASEPOINTS: Tacoma, Olympia, and Centralia

CATEGORY B PROJECTS - 95% of the basic hourly rate for each
group plus full fringe benefits applicable to Category A
projects shall apply to the following projects: Reduced
rates may be paid on the following:

1. Projects involving work on structures such as buildings
and structures whose total value is less than \$1.5 million
excluding mechanical, electrical, and utility portions of
the contract.
2. Projects of less than \$1 million where no building is
involved. Surfacing and paving included, but utilities
excluded.

3. Marine projects (docks, wharfs, etc.) less than \$150,000

WORK PERFORMED ON HYDRAULIC DREDGES:

GROUP 1: Assistant Mate (Deckhand

GROUP 2: Oiler

GROUP 3: Assistant Engineer (Electric, Diesel, Steam or
Booster Pump); Mates and Boatmen

GROUP 4: Craneman, Engineer Welder

GROUP 5: Leverman, Hydraulic GROUP 6: Maintenance

HEAVY WAGE RATES APPLIES TO CLAM SHEEL DREDGE, HOE AND
DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND
BULLDOZERS

HANDLING OF HAZARDOUS WASTE MATERIALS

H-1 - When not outfitted with protective clothing of level D
equipment - Base wage rate

H-2 - Class "C" Suit - Base wage rate + \$.25 per hour

H-3 - Class "B" Suit - Base wage rate + \$.50 per hour

H-4 - Class "A" Suit - Base wage rate + \$.75 per hour

* ENGI0612-002 06/01/2004

LEWIS, PIERCE, PACIFIC (portion lying north of a parallel line
extending west from the northern boundary of Wahkaikum County
to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH
GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS.
ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
GROUP 1A.....	\$ 30.61	10.25
GROUP 1AA.....	\$ 31.15	10.25
GROUP 1AAA.....	\$ 31.67	10.25
GROUP 1.....	\$ 30.09	10.25
GROUP 2.....	\$ 29.63	10.25
GROUP 3.....	\$ 29.24	10.25
GROUP 4.....	\$ 27.01	10.25

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$.70

Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes- 200 tons to 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barber Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor;

Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

* ENGI0701-002 01/01/2004

CLARK, COWLITZ, KLINKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
Power equipment operators: (See Footnote A)		
ZONE 1:		
GROUP 1.....	\$ 29.51	9.70
GROUP 1A.....	\$ 30.99	9.70
GROUP 1B.....	\$ 32.46	9.70
GROUP 2.....	\$ 28.25	9.70
GROUP 3.....	\$ 27.47	9.70
GROUP 4.....	\$ 26.93	9.70
GROUP 5.....	\$ 26.32	9.70
GROUP 6.....	\$ 23.91	9.70

Zone Differential (add to Zone 1 rates):

Zone 2 - \$1.50
Zone 3 - 3.00

For the following metropolitan counties: MULTNOMAH;
CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;
CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS
INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE;
GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM

CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (with luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc.operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by

electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane; Carry Deck Operator; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzley Operator; Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D.

Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-ull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cu yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Belcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churn Drill and Earth Boring Machine Operator; Vacuum Truck; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Fork Lift, over 10 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator,

Athey and similar types; OILERS: Service oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULRS: Cat wagon DJBs Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feeder; CRUSHER: Crusher oiler; Crusher feeder; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (exclduing working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; Lull Hi-Lift Operator or Similar Type; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler-Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; Rigger; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operartor, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

* ENGI0701-003 06/01/2004

CLARK, COWLITZ, KLIKITAT, PACIFIC (SOUTH), SKAMANIA, AND
WAHKIAKUM COUNTIES

DREDGING:

	Rates	Fringes
Dredging:		
ZONE A		
ASSISTANT ENGINEER.....	\$ 31.52	9.75
ASSISTANT MATE.....	\$ 27.62	9.75
LEVERMAN, DIPPER, FLOATING CLAMSHELL.....	\$ 33.84	9.75
LEVERMAN, HYDRAULIC.....	\$ 33.84	9.75
TENDERMAN.....	\$ 30.46	9.75
ZONE B		
ASSISTANT ENGINEER.....	\$ 33.52	9.75
ASSISTANT MATE.....	\$ 29.62	9.75
LEVERMAN, DIPPER, FLOATING CLAMSHELL.....	\$ 35.84	9.75
LEVERMAN, HYDRAULIC.....	\$ 35.84	9.75
TENDERMAN.....	\$ 32.46	9.75
ZONE C		
ASSISTANT ENGINEER.....	\$ 34.52	9.75
ASSISTANT MATE.....	\$ 30.62	9.75
LEVERMAN, DIPPER, FLOATING CLAMSHELL.....	\$ 36.84	9.75
LEVERMAN, HYDRAULIC.....	\$ 36.84	9.75
TENDERMAN.....	\$ 33.46	9.75

ZONE DESCRIPTION FOR DREDGING:

ZONE A - All jobs or projects located within 30 road miles of
Portland City Hall.
ZONE B - Over 30-50 road miles from Portland City Hall.
ZONE C - Over 50 road miles from Portland City Hall.

*All jobs or projects shall be computed from the city hall by
the shortest route to the geographical center of the
project.

* IRON0014-005 07/01/2003

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
Ironworker.....	\$ 26.32	12.45

* IRON0029-002 07/01/2003

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM
COUNTIES

	Rates	Fringes
Ironworker.....	\$ 27.82	12.45

* IRON0086-002 07/01/2003		

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
Ironworker.....	\$ 27.47	12.45

* IRON0086-004 07/01/2003		

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
Ironworker.....	\$ 28.57	12.45

* LAB00001-002 06/01/2004		

ZONE 1:

	Rates	Fringes
Laborers:		
CALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH OF STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY WAHKAIAKUM COUNTY WEST TO THE PACIFIC OCEAN), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES		
GROUP 1.....	\$ 19.96	7.70
GROUP 2.....	\$ 20.28	7.70
GROUP 3.....	\$ 24.96	7.70
GROUP 4.....	\$ 25.44	7.70
GROUP 5.....	\$ 25.80	7.70
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS AND YAKIMA COUNTIES		
GROUP 1.....	\$ 14.70	7.70
GROUP 2.....	\$ 17.02	7.70
GROUP 3.....	\$ 18.74	7.70
GROUP 4.....	\$ 19.22	7.70
GROUP 5.....	\$ 19.58	7.70

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$.70

ZONE 3 - \$1.00

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Mortarman and Hodcarrier; Nozzleman (concrete pump, green cutter when using combination of high pressure air and

water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and gas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Powderman; Re-Timberman; Hazardous Waste Worker (Level A).

* LAB00238-004 06/01/2004

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 17.46	6.80
GROUP 2.....	\$ 19.56	6.80
GROUP 3.....	\$ 19.83	6.80
GROUP 4.....	\$ 20.10	6.80
GROUP 5.....	\$ 20.38	6.80
GROUP 6.....	\$ 21.75	6.80

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material);

Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Raker; Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

GROUP 6 - Powderman

* LAB00238-006 06/01/2004

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 21.05	6.80

* LAB00335-001 06/01/2004

CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 23.73	7.50
GROUP 2.....	\$ 24.27	7.50
GROUP 3.....	\$ 24.68	7.50
GROUP 4.....	\$ 25.03	7.50
GROUP 5.....	\$ 21.44	7.50
GROUP 6.....	\$ 19.22	7.50
GROUP 7.....	\$ 16.30	7.50

Zone Differential (Add to Zone 1 rates):
Zone 2 \$ 0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Guard Rail, Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalars, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

* LAB00335-010 06/01/2004

CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE
MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHIAKUM COUNTY
WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHIAKUM COUNTIES

	Rates	Fringes
Hod Carrier.....	\$ 25.49	7.50

* PAIN0005-002 06/01/2003

STATEWIDE EXCEPT CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH),
SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 21.25	6.42

* PAIN0005-004 03/01/2004

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND
WHATCOM COUNTIES

	Rates	Fringes
Painter.....	\$ 24.36	6.41

* PAIN0005-006 07/01/2003

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);
CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,
LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,
WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Painters:		
Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation Resistant Material, Water and Sandblasting, Bridges, Towers, Tanks, Stacks, Steeple.....	\$ 19.97	6.22
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 18.97	6.22
Lead Abatement, Asbestos		

Abatement.....	\$ 19.97	6.22
TV Radio, Electrical		
Transmission Towers.....	\$ 20.72	6.22

*\$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

* PAIN0055-002 07/01/2003

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 17.61	6.12
High work - All work 60 ft. or higher.....	\$ 18.36	6.12
Spray and Sandblasting.....	\$ 18.21	6.12

* PAIN0055-007 06/01/2003

CLARK, COWLITZ, KLINKITAT, SKAMANIA and WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY AND PARKING LOT STRIPER.....	\$ 24.79	5.75

* PLAS0072-004 06/01/2003

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
Cement Mason		
ZONE 1:.....	\$ 22.33	7.03

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Moses Lake, Lewiston
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

* PLAS0528-001 06/01/2004

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
Cement Masons:		
CEMENT MASON.....	\$ 29.14	10.87
COMPOSITION, COLOR MASTIC, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.	\$ 29.39	10.87

* PLAS0555-002 06/01/2004

CLARK, COWLITZ, KLINKITAT, PACIFIC (SOUTH), SKAMANIA, AND
WAHIAKUM COUNTIES

ZONE 1:

	Rates	Fringes
Cement Masons:		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 26.95	10.80
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 26.47	10.80
CEMENT MASONS.....	\$ 25.99	10.80
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 26.47	10.80

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: BEND, CORVALLIS, EUGENE, LONGVIEW, MEDFORD,
PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.

ZONE 5: More than 80 miles from the respective city hall

* PLUM0032-002 01/01/2004

CLALLAM, KING AND JEFFERSON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 34.43	14.33

* PLUM0032-003 01/01/2004

CHELAN, KITTITAS (NORTHERN TIP), DOUGLAS (NORTH), AND OKANOGAN
(NORTH) COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 26.38	11.68

* PLUM0044-003 06/01/2003		

ADAMS (NORTHERN PART), ASOTIN (CLARKSTON ONLY), FERRY (EASTERN
PART), LINCOLN (EASTERN PART), PEND ORIELLE, STEVENS, SPOKANE,
AND WHITMAN COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 26.01	10.74

* PLUM0082-001 01/01/2004		

CLARK (NORTHERN TIP INCLUDING WOODLAND), COWLITZ, GRAYS HARBOR,
LEWIS, MASON (EXCLUDING NE SECTION), PACIFIC, PIERCE SKAMANIA,
THURSTON AND WAHKIAKUM COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 30.40	13.17

* PLUM0265-003 01/01/2004		

ISLAND, SKAGIT, SNOHOMISH, SAN JUAN AND WHATCOM COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 30.20	13.17

* PLUM0290-003 04/01/2004		

CLARK (ALL EXCLUDING NORTHERN TIP INCLUDING CITY OF WOODLAND)

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.58	14.07

* PLUM0598-005 06/01/2003		

ADAMS (SOUTHERN PART), ASOTIN (EXCLUDING THE CITY OF
CLARKSTON), BENTON, COLUMBIA, DOUGLAS (EASTERN HALF), FERRY
(WESTERN PART), FRANKLIN, GARFIELD, GRANT, KITTITAS (ALL BUT
NORTHERN TIP), KLICKITAT, LINCOLN (WESTERN PART), OKANOGAN
(EASTERN), WALLA WALLA AND YAKIMA COUNTIES

	Rates	Fringes
Plumber.....	\$ 30.38	14.20

* PLUM0631-001 01/01/2004		

MASON (NE SECTION), AND KITSAP COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
All new construction, additions, and remodeling of commercial building projects such as: cocktail lounges and taverns, professional buildings, medical clinics, retail stores, hotels and motels, restaurants and fast food types, gasoline service stations, and car washes where the plumbing and mechanical cost of the project is less than \$100,000.....	\$ 20.85	4.58
All other work where the plumbing and mechanical cost of the project is \$100,000 and over.....	\$ 29.29	13.17

* TEAM0037-002 06/01/2004

CLARK, COWLITZ, KLUCKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 24.15	9.50
GROUP 2.....	\$ 24.27	9.50
GROUP 3.....	\$ 24.40	9.50
GROUP 4.....	\$ 24.66	9.50
GROUP 5.....	\$ 24.88	9.50
GROUP 6.....	\$ 25.04	9.50
GROUP 7.....	\$ 25.24	9.50

Zone Differential (Add to Zone 1 Rates):
 Zone 2 - \$0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated dump truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete pump truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom truck/hydra lift or retracting crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/articulated dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated dump trucks; Selfpropelled street sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and cleanup truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Dump Trucks, side, end and bottom dumps, including

Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry prebatch concrete mix trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes articulated dump trucks; Skid truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

* TEAM0174-001 06/01/2004

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 26.39	11.08
GROUP 2:.....	\$ 25.81	11.08
GROUP 3:.....	\$ 23.41	11.08
GROUP 4:.....	\$ 19.16	11.08
GROUP 5:.....	\$ 26.15	11.08

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks,

side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

* TEAM0760-002 06/01/2004

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND

OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA
COUNTIES

	Rates	Fringes
Truck drivers: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)		
ZONE 1: (INCLUDES ALL OF YAKIMA COUNTY)		
GROUP 1.....	\$ 17.83	9.50
GROUP 2.....	\$ 20.10	9.50
GROUP 3.....	\$ 20.60	9.50
GROUP 4.....	\$ 20.93	9.50
GROUP 5.....	\$ 21.04	9.50
GROUP 6.....	\$ 21.21	9.50
GROUP 7.....	\$ 21.74	9.50
GROUP 8.....	\$ 22.07	9.50

Zone Differential (Add to Zone 1 rate: Zone 2 - \$2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power
Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and
under); Leverperson (loading trucks at bunkers); Trailer
Mounted Hydro Seeder and Mulcher; Seeder & Mulcher;
Stationary Fuel Operator; Tractor (small, rubber-tired,
pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile &
Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. &
under); Flat Bed Truck with Hydraulic System; Fork Lift
(3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner &
Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo;
Scissors Truck; Slurry Truck Driver; Straddle Carrier
(Ross, Hyster, & similar); Tireperson; Transit Mixers &
Truck Hauling Concrete (3 yd. to & including 6 yds.);
Trucks, side, end, bottom & articulated end dump (3 yards
to and including 6 yds.); Warehouseperson (to include
shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser;
Trucks, side, end, bottom & articulated end dump (over 6
yards to and including 12 yds.); Truck Mounted Hydro
Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under);
Self- loading Roll Off; Semi-Truck & Trailer; Tractor with
Steer Trailer; Transit Mixers and Trucks Hauling Concrete

(over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi- end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be

prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
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- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

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GENERAL DECISION: ID20030017 06/18/2004 ID17

Date: June 18, 2004

General Decision Number: ID20030017 06/18/2004

State: Idaho

Construction Types: Heavy

Counties: Adams, Bear Lake, Benewah, Bingham, Blaine, Boise, Bonner, Bonneville, Boundary, Butte, Camas, Caribou, Cassia, Clark, Clearwater, Custer, Elmore, Franklin, Fremont, Gem, Gooding, Idaho, Jefferson, Jerome, Kootenai, Latah, Lemhi, Lewis, Lincoln, Madison, Minidoka, Nez Perce, Oneida, Owyhee, Payette, Power, Shoshone, Teton, Twin Falls, Valley and Washington Counties in Idaho.

HEAVY CONSTRUCTION PROJECTS

Superseeds General Decision ID020030001

Modification Number	Publication Date
0	03/05/2004
1	06/18/2004

CARP0808-004 01/01/2004

ADAMS, BEAR LAKE, BINGHAM, BOISE, BUTTE, BONNEVILLE, CAMAS, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM, GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME, LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES

ZONE 1

	Rates	Fringes
Carpenter (Including Cement Form Work).....	\$ 22.56	6.61
Zone Differential (Add to Zone 1 rates):		
Zone 2 - \$1.50		

ELEC0073-007 07/01/2003

IDAHO (SOUTH OF THE 46TH PARALLEL) COUNTY

	Rates	Fringes
Cable splicer.....	\$ 24.37	3%+11.03
Electrician.....	\$ 23.97	3%+11.03

ELEC0073-008 07/01/2003

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH

PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE
COUNTIES

	Rates	Fringes
Cable Splicer.....	\$ 24.37	3%+11.03
Electrician.....	\$ 23.97	3%+11.03

ELEC0291-007 06/01/2003		

ADAMS, BOISE, ELMORE, GEM, PAYETTE, VALLEY AND WASHINGTON
COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 26.69	3%+7.89
Electrician.....	\$ 24.26	3%+7.89

ELEC0449-001 12/01/2003		

BEAR LAKE, BINGHAM, BONNEVILLE, BUTTE, CARIBOU, CLARK, CUSTER,
FRANKLIN, FREMONT, JEFFERSON, LEMHI, MADISON, ONEIDA, POWER AND
TETON COUNTIES

	Rates	Fringes
Electrician		
CONTRACTS \$250,000 AND UNDER	\$ 19.16	5%+8.00
CONTRACTS OVER \$250,000.....	\$ 22.81	5%+8.00

ELEC0449-006 12/01/2003		

BLAINE (SOUTH OF HIGHWAY 20), CAMAS, CASSIA, GOODING, JEROME,
LINCOLN, MINIDOKA AND TWIN FALLS COUNTIES

	Rates	Fringes
Electrician		
CONTRACTS \$500,00 AND UNDER	\$ 18.28	5%+6.85
CONTRACTS OVER \$500,000.....	\$ 21.83	5%+6.85

ELEC0449-007 12/01/2003		

BLAINE (NORTH OF HIGHWAY 20) COUNTY

	Rates	Fringes
Electrician.....	\$ 22.13	5%+6.85

ENGI0370-013 01/01/2004		

ADAMS, BEAR LAKE, BINGHAM, BLAINE, BOISE, BONNEVILLE, BUTTE,
CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM,
GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME,
LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE,
POWER, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES

ZONE 1

(Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)

	Rates	Fringes
Power equipment operator - bulldozer		
Including all attachments...\$ 22.47		7.22
Power equipment operator - crane		
Over 50 tons.....\$ 22.84		7.22
Tower Crane Operator.....\$ 22.84		7.22
Up to and including 50 tons.\$ 22.47		7.22
Power equipment operator - oiler.....\$ 22.30		7.22
Power equipment operator - scraper		
ALL SCRAPERS UP TO AND INCLUDING 40 YARDS.....\$ 22.47		7.22
All scrapers, pulling wagons, belly dumps and attachments, over 40 yards to and including 60 yards...\$ 22.84		7.22
Euclid and similar, pulling wagons, belly dumps and attachments, over 60 yards to and including 80 yards.....\$ 23.07		7.22
Euclid and similar, pulling wagons, belly dumps and attachments, over 80 yards to and including 100 yards.....\$ 23.30		7.22
Euclids and similar, pulling wagons, belly dumps and attachments, over 100 yards.....\$ 23.55		7.22

If a project is located in more than one zone the lower zone rate shall apply

Zone Differential (Add to Zone 1 rate): Zone 2 - \$1.50

Zone 1: That area within the State of Idaho located within 30 miles on either side of I-84 from the Oregon-Idaho State Line on the West to the Intersection of I-84 and I-86 in Cassia County, then following I-86 to Pocatello, then following I-15 to Idaho Falls, then following State Highway #20 - 10 miles north to the intersection with Moody Road then following I-15 south from the city of Pocatello to a point 10 miles South of the Southern Boundary of Bannock County extended to the West.

Zone 2: The remaining area of that portion of the State of Idaho south of Parallel 46 (the Washington-Oregon State Line extended eastward to Montana) that is not included in Zone 1 as described

BOOM PAY: All Cranes and Concrete Pump Boom Trucks
 100 ft to 150 ft \$.15 over scale
 150 ft to 200 ft \$.30 over scale
 Over 200 ft \$.45 over scale

NOTE: When the crane operator receives additional pay for long boom, the Oiler Shall also receive such additional pay. In computing the length of the boom on Tower Cranes, they shall be measured from the base of the tower to the point of the boom.

 ENGI0370-014 08/01/2003

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

ZONE 1: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)

	Rates	Fringes
Power equipment operator - bulldozer		
(D-6 & equivalent and over)\$ 23.02		7.37
(To D-6 or equivalent).....\$ 22.42		7.37
Power equipment operator - crane		
25 TONS AND UNDER (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....\$ 22.74		7.37
85 TONS AND OVER, AND ALL CLIMBING, OVERHEAD, RAIL AND TOWER.....\$ 24.39		7.37
OVER 25 TONS UP TO AND INCLUDING 45 TONS (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....\$ 23.02		7.37
OVER 45 TONS TO BUT NOT INCLUDING 85 TONS (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....\$ 23.29		7.37
Power equipment operator - oiler.....\$ 22.58		7.37
Power equipment operator - scraper		
(All, Rubber-Tired).....\$ 23.02		7.37
(Multiple engine with three or scrapers).....\$ 23.29		7.37

Zone Differential (Add to Zone 1 rate): Zone 2- \$2.00

BASE POINTS: Spokane, Moses Lake, Pasco, Washington;
 Lewiston, Idaho

Zone 1: Within 45 radius miles from the main post office

Zone 2: Outside 45 radius miles from the main post office

BOOM PAY: (All Cranes, including Tower)
180' to 250' \$.30 over scale
Over 250' \$.60 over scale

NOTE: In computing the length of the boom on Tower Cranes,
they shall be measured from the base of the Tower to the
point of the boom.

IRON0014-009 07/01/2003

ADAMS (REMAINDER OF COUNTY), IDAHO (SOUTH OF THE 46TH
PARALLEL), LEMHI (NORTHWEST CORNER), VALLEY (NORTHEASTERN 1/3)
AND WASHINGTON (NORTHWESTERN 1/2) COUNTIES

	Rates	Fringes
Ironworkers: Rebar, Structural, Fence Erector.....	\$ 26.32	12.45

IRON0014-010 07/01/2003

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH
PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE

	Rates	Fringes
Ironworkers: Rebar, Structural, Fence Erector.....	\$ 26.32	12.45

IRON0732-005 06/01/2003

ADAMS (EAST CORNER), BEAR LAKE, BINGHAM, BLAINE, BOISE, BUTTE,
BONNEVILLE, CAMAS, CARIBOU, CASSIA, CLARK, CLUSTER, ELMORE,
FRANKLIN, FREMONT, GEM, GOODING, JEFFERSON, JEROME, LINCOLN,
LEMHI (REMAINDER OF COUNTY), MADISON, MINIDOKA, ONEIDA, OWYHEE,
PAYETTE, POWER, TETON, TWIN FALLS, VALLEY (SOUTHEAST 2/3), AND
WASHINGTON (SOUTHEAST 1/2) COUNTIES

	Rates	Fringes
Ironworkers: Rebar, Structural, Fence Erector.....	\$ 21.03	9.91

LAB00155-003 01/01/2004

ADAMS, BEAR LAKE, BINGHAM, BLAINE, BOISE, BONNEVILLE, BUTTE,
CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM,
GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME,
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ZONE 1 (Anyone working on HAZMAT jobs working with supplied air
shall receive \$1.00 per hour above classification)

	Rates	Fringes
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Laborer: General/Cleanup.....\$ 19.18 7.65

If a project is located in more than one zone the lower zone rate shall apply

Zone Differential (Add to Zone 1 rate): Zone 2 - \$1.50

Zone 1: That area within the State of Idaho located within 30 miles on either side of I-84 from the Oregon-Idaho State Line on the West to the Intersection of I-84 and I-86 in Cassia County, then following I-86 to Pocatello, then following I-15 to Idaho Falls, then following State Highway #20 - 10 miles north to the intersection with Moody Road then following I-15 south from the city of Pocatello to a point 10 miles South of the Southern Boundary of Bannock County extended to the West.

Zone 2: The remaining area of that portion of the State of Idaho south of Parallel 46 (the Washington-Oregon State Line extended eastward to Montana) that is not included in Zone 1 as described above.

* LAB00238-013 06/01/2004

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

ZONE 1

	Rates	Fringes
Laborer: General/Cleanup.....	\$ 19.56	6.80

Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office

SUID2003-007 09/03/2003

	Rates	Fringes
Cement Mason/Finisher.....	\$ 20.22	7.98
Laborer: Tamper.....	\$ 8.00	2.84
Pipe layer.....	\$ 14.26	0.00
Power equipment operator - backhoe.....	\$ 18.96	4.42
Power Equipment Operator (Gradall).....	\$ 22.84	3.62
Power Equipment Operator (Loader).....	\$ 21.33	3.43
Power Equipment Operator Excavator.....	\$ 20.24	0.00
Truck Driver (6 Axle Dump).....	\$ 24.70	3.90

Truck Driver, Dump.....	\$ 17.82	0.00
Truckdriver, Water Truck.....	\$ 20.89	4.06

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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END OF GENERAL DECISION

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<u>Section Number</u>	<u>Section Title</u>
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01010	Summary of Work
01011	Supplementary Requirements
01015	Site Specific Supplementary Requirements
01250	Modification Procedures
01270	Measurement and Payment
01330	Submittal Procedures
01351	Safety, Health, And Emergency Response (HTRW/UST)
01355	Environmental Protection
01450	Chemical Data Quality Management
01451	Contractor Quality Control
01501	Construction Facilities and Temporary Controls
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01782	Closeout Submittals
DIVISION 2 - SITE WORK	
02120	Disposal of Excavated Materials
02300	Earthwork
02316	Excavation, Trenching, and Backfilling for Utilities Systems
02370	Erosion Control
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DIVISIONS 3 THROUGH 16 - (NOT USED)	

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04003
Miscellaneous Remediation Construction Services
Bunker Hill Mining and Metallurgical Complex Superfund Facility

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SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

The work to be completed through this contract will be associated with miscellaneous remediation requirements within the Bunker Hill Mining and Metallurgical Complex Superfund Facility, located in the Coeur d'Alene Basin. The facility includes mining contaminated areas in the Coeur d'Alene River corridor, adjacent floodplains, downstream water bodies, tributaries, and fill areas as well as the 21 square mile Bunker Hill "Box" located in the area surrounding the historic smelting operations. The site contaminants are primary metals, and the metals of principal concern include lead and arsenic for protection of human health and lead, cadmium, and zinc for protection of ecological receptors. The Environmental Protection Agency web site may be used to access reference documents at <http://yosemite.epa.gov/R10/CLEANUP.NSF/sites/bh> including reference documents such as the Records of Decision for the site.

1.1.1 Geographic Boundaries

The geographic area that this contract covers shall be generally the area defined as the Bunker Hill Mining and Metallurgical Complex Superfund Site (Bunker Hill). The Bunker Hill Site OU3 Record of Decision dated Sep 2002 defines operable units (OU) within the area: The populated areas of the Bunker Hill Box (OU1), the non-populated areas of the Box (OU2) and mining related contamination in the broader Coeur d'Alene Basin (OU3). For this contract the geographic areas in Idaho are north to Canada, east to Montana, and southern border will be the county line between Kootenai and Benewah counties and the St. Joe River, ID. The counties included in the contract are: Boundary, Bonney, Kootenai, and Shoshone county north of the St. Joe River. Some work may be required on the Washington Portion of the Superfund Site. The geographic portion in Washington is depositional areas of the Spokane River from the Washington/Idaho border to the City of Spokane. The counties included in the contract are: Spokane County, WA.

1.2 WORK ELEMENTS/FEATURES

The work may include but is not limited to remediation services such as management of tailings piles, capping of surface soils, dust control, slope stabilization, bank stabilization, access control, disposal of contaminated soils, surface water management and road and culvert repair and other associated temporary measures for public protection if appropriate.

1.3 WORK NOT COVERED BY CONTRACT DOCUMENTS

The work does not include site fire protection, site security or general traffic control for the Bunker Hill Box site.

1.4 GENERAL ORDERING PROCEDURES

1.4.1 Work Items

This is an indefinite-quantity contract. The Schedule will list a variety of individual pre-priced construction tasks. All quantities of work shown for the Contract Line Items in the Schedule for the base and option years are estimates only. These prices will be used to negotiate Task Orders. Task items that are not separately listed on the Schedule will be negotiated with individual Task Orders.

1.4.2 Ordering and Award of Work

The Contractor shall perform the required construction activities as ordered by the issuance of individual task orders by the Contracting Officer during the contract period. The work will be ordered and task orders awarded in accordance with the requirements of Section 00840, SPECIAL CONTRACT REQUIREMENTS. In Section 00840 the paragraph titled "Ordering Procedures for Task Orders" provides a complete explanation of the Task Order process from the issuing of the Task Order Request for Proposal by the Government through the negotiation and award of the Task Order. The Contractor's site operations shall conform to the requirements as specified in Division 1 – GENERAL REQUIREMENTS of the technical specifications. Individual Task Orders may identify additional site specific requirements or modifications to the requirements as specified. Task orders will vary in size. Period of performance will be negotiated for each Task Order.

PARTS 2 AND 3 NOT USED

END OF SECTION

SECTION 01011

SUPPLEMENTARY REQUIREMENTS

PART 1 GENERAL

1.1 DEFINITIONS

The references listed below are to be defined as indicated wherever they may be used in the TECHNICAL SPECIFICATIONS.

"SUPPLEMENTARY REQUIREMENTS " shall be read to pertain to any of the sections of the DIVISION 1 as required by the content of the section or paragraph containing the reference.

1.2 CORRESPONDENCE

1.2.1 All correspondence shall be addressed to the Contracting Officer, shall be serially numbered commencing with Number 1, with no numbers missing or duplicated and shall be forwarded in quintuplicate, as directed by the authorized representative of the Contracting Officer, and shall include an additional copy forwarded to a separate designated location. All copies provided shall be legible. Enclosures attached or transmitted with the correspondence shall also be furnished with the original and each copy. Each serial letter shall make reference to the contract name, contract number and shall have only one subject.

1.2.2 For submission of Contractor payment requests, See Section 01270, MEASUREMENT AND PAYMENT.

1.3 WORK SCHEDULE AND PROGRESS CHART

For each task order other than work tasks which involve only routine and recurring maintenance services to be performed on a schedule determined by the COR (e.g. no actual construction) the Contractor shall prepare a practicable schedule showing the order in which the Contractor proposes to carry on the work, including procurement of materials, breakdown of work by discipline or type and the contemplated dates for completion. The schedule shall be in the form of a bar graph of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time on the salient features as well as the total order.

1.4 CONTRACTOR'S FILES

Contractor shall maintain "Approved (Action Code "A") and "Approved Except as Noted (Action Code "B") shop drawing files in fabrication shops and at project sites for government use.

1.5 SPECIAL SAFETY REQUIREMENTS

In addition to Safety and Health Requirements Manual EM 385-1-1, dated 3 November 2003, the Contractor shall comply with the requirements listed below. Paragraph numbers refer to EM 385-1-1 or are added thereto.

(a) Paragraph 01.D.02, revise as follows:

(1) Replace paragraph 01.D.02e with the following:

"c. Property damage in excess of \$2,000.00

(2) Add new paragraph f as follows:

"An injury resulting in a lost workday, not including the day of injury."

1.6 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15 31 OCT 89)

This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

1.6.1 The weather experienced at the project site during the contract period for any Task Order must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

1.6.2 The unusually severe weather must actually cause a delay to the completion of the Task Order. The delay must be beyond the control and without the fault or negligence of the contractor.

1.6.3 The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NO V	DEC	
17	14	13	9	5	4	1	1	4	7	12	15	Albeni Falls Dam, ID
12	10	7	4	4	4	1	2	2	4	7	9	Coeur D'Alene, ID
13	10	8	4	4	4	1	22	2	4	7	9	Hayden Lake, ID
13	10	7	4	4	4	1	2	2	4	7	11	Kellogg, ID
14	11	9	4	3	3	1	1	2	4	9	14	Spokane, Trentwood, WA

1.6.4 Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily QCQ report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

1.6.5 The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 1.6.3, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

1.7 PROJECT PHOTOGRAPHS

The requirement for project photographs, if applicable for any task order, will be specified under the specific task order.

1.7.1 General

The Contractor shall furnish photographs depicting construction as specified herein. The photographs shall be in digital JPEG format, with a resolution of 1024 x 768 pixels or better, size limited to less than 300KB. Photos shall be submitted in a Word document, with a caption under each photo showing date taken, project location, contract title and number, and a brief description of what the photo depicts. The photos shall be submitted on a 133 mm ISO-9660 CD-ROM.

1.7.2 Progress Photographs

Construction progress photographs shall be taken between the 1st and 15th of each month and delivered to the Contracting Officer with the payment request for the month taken. Photos shall be taken from 10 positions. Location of positions shall be coordinated with or may be selected by the Contracting Officer. They shall show, inasmuch as practicable, work accomplished during the previous month. Photographic quality and composition of photos shall be such that they can be used for briefings and/or to illustrate articles on the construction progress of the project.

1.7.3 Completion Photographs

Construction completion photographs shall be taken upon completion of construction and delivered to the Contracting Officer not later than 15 days prior to project completion. It is the intention of the Government to obtain photos whose color, clarity, and composition are such that they can be used for briefings and/or to illustrate articles on the completed project. Photos shall be taken from 10 positions. Location of positions shall be coordinated with or may be selected by the Contracting Officer. Photos shall show the completed project to the best advantage, and shall include overall site photos as well as photos of major features.

1.8 COMPLIANCE WITH DAVIS-BACON ACT

1.8.1 Contractor POC

Within 14 days after award of the contract, the Contractor shall designate a point of contact (POC) within their organization who will be responsible for the Davis-Bacon Act Labor Program for the Contractor and all subcontractors under this contract as required by the Contract Clauses and FAR 52.222.

1.8.2 Responsibilities

The designated Contractor POC shall be responsible for Davis-Bacon Act Labor Program activities including, but not limited to:

- Documentation and record keeping
- Submittal and accuracy of certified payrolls
- Submittal of required labor forms including requests for additional classifications and rates, Statements and Acknowledgement, etc.
- Posting of the wage determination, approved additional classifications and rates, labor and EEO posters
- Coordination with the Contracting Officer's Labor Program POC

Prior to submittal to the Government, payrolls shall be reviewed for compliance to all applicable labor standards, to include, but not be limited to the following items: correct wage rates, correct overtime classification and pay, misclassification of workers for work actually performed, apprentice to journeyman ratios, and registration of apprentice. Corrective actions shall be taken as necessary to ensure Contractor compliance with applicable contract and FAR clauses.

1.8.3 Certification

The Contractor POC shall provide a signed certification stating the following: "I certify that the submitted items being forwarded have been reviewed in detail and are correct and in strict conformance with the Labor Standards of the contract except as otherwise stated."

PARTS 2 AND 3 NOT USED

END OF SECTION

SECTION 01015

SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS

PART 1 GENERAL

1.1 GENERAL

This section covers general administrative requirements applicable to specific Contractor's operations or equipment for work performed on site. This section is supplemented by other sections within DIVISION ONE specifications governing related or additional requirements for on-site operations and by the individual task order instructions.

1.2 COORDINATION

1.2.1 General

The task order will designate whether work will be required on public or private property. Coordination with property owners shall be made through the Contracting Officer to assist the Contractor in completing the work with a minimum of interference and inconvenience.

1.2.2 Occupancy

Contractor is advised that work site areas may be occupied during the performance of work under this contract. The Contractor shall not receive any additional compensation due to conditions brought about by such occupancy and usage. Contractor shall be responsible to coordinate with the Contracting Officer and to schedule and perform the work in such a manner as to create the least possible interference with the conduct of normal activities within work site areas.

1.2.3 Notifications to Other Agencies

The Contractor shall be responsible for notifying the proper state and local agencies as to the nature and timing of activities which will be occurring for each task order and at the specific work sites.

1.3 ACCESS TO SITE

1.3.1 Access Roads, General

Contractor-caused damage to existing roadways or work areas used for access purposes shall be repaired and the surface shall be restored to its pre-damaged condition less normal wear. The Contractor shall comply with all requirements of the state and county authorities for use of existing roadways, such as traffic regulations, load limits, etc.

1.4 WORK HOURS

Regular work hours in the construction area will be 7:00 a.m. to 5:00 p.m. daily, Monday through Friday, excluding Federal holidays. Work hours other than as specified above shall be coordinated with and approved by the Contracting Officer.

1.2 UTILITY OUTAGES

The Contractor shall coordinate utility outages with the Contracting Officer at least 7 days in advance. Outages shall be kept to a minimum and any one outage shall not last more than 2 hours. See Section 01501 for work requirements around existing utilities.

1.2.1 Service Interruption Requests

The request shall give the following information:

- (a) Nature of Utility (Gas, L.P. or H.P., Water, Etc.).
- (b) Size of line and location of shutoff.
- (c) Buildings and services affected.
- (d) Hours and date of shutoff.
- (e) Estimated length of time service will be interrupted.

1.2.2 Hours For Service Interruption

The Contracting Officer may determine the allowable hours for a utility shutoff after coordination with the affected property owners.

1.3 PROTECTION OF GOVERNMENT PROPERTY

In addition to requirements of the CONTRACT CLAUSES, Contractor shall protect all parts of the building(s), adjacent grounds and contents and property of the building occupants, wherever work under this contract is performed for any property to remain in place or otherwise remain occupied. The Contractor shall perform the work in a manner which is appropriate for customary type of use for the property (i.e. a residential setting, a commercial or public use area) and as such does not result in preventable damage to the properties being remediated. Property which is to be demolished shall be protected until its scheduled demolition time. Protection shall include, but not be limited to, protection from construction generated dust, debris, water, and vibration and may include specific measures when required and in locations specified on task order drawings or as determined necessary for the work. Any damage caused by the Contractor's operations shall be remedied at the Contractor's expense.

1.4 PERSONNEL IDENTIFICATION

1.4.1 Employee Listing

The Contractor shall submit a complete listing of Contractor personnel, including job title and identification credential number, who will be working on the project. This listing shall be updated as needed to insure that the Government has been notified of any changes of Contractor Personnel in

advance of new personnel engaging in work on the project. The Government will allow access to the controlled areas of only the Contractor Personnel authorized in advance and included on the employee listing.

1.4.2 Identification Credentials

Contractor personnel shall either be issued a photo identification card (ID) by the Contractor or agree to provide their individual vehicle driver's license as appropriate identification credential. In either case, the identification number shall be included on the listing required above. If the Contractor determines to issue ID cards to its employees, the following information shall be included:

Contractor Identification and Card Number Indicating Employees:

- | | |
|---------------------|--------------|
| o Full Name | o Height |
| o Current Address | o Weight |
| o Birth Date | o Hair Color |
| o Recent Photograph | o Eye Color |

1.4.3 Employee Termination

If a Contractor employee resigns or is terminated the Contracting Officer, or designated representative shall be so notified at the earliest opportunity, but in no case later than the start of the succeeding workday.

1.4.4 Access Control

Contractor personnel shall be instructed to present identification credential upon request by proper authority as established by the Contracting Officer.

1.9 COORDINATION WITH OTHER CONTRACTORS

Other Corps of Engineers (COE) contractors may be working in the vicinity or adjacent to areas as work under this contract in concurrence with the scheduled performance of Work under these Contract Documents. The Contractor shall coordinate construction work with other COE contractors to minimize conflicts and to maintain a cooperative effort in completion of the Work. Upon award of any task order, a meeting will be held with the respective contractor representatives and the Contracting Officer to develop a work coordination plan. In case of disagreement regarding the use of an area, the Contracting Officer's decision shall control.

PARTS 2 & 3 NOT USED

END OF SECTION

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SECTION 01250

MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 PROPOSED PROJECT MODIFICATIONS

Price proposals for proposed modifications shall be submitted in accordance with the requirements of the Contract Clause MODIFICATION PROPOSALS - PRICE BREAKDOWNS. If change order work impacts or delays other unchanged contract work, the costs of such impacts or delays shall be included in the proposals and separately identified. Additional instructions for submitting price proposals can be found in NPSP-415-1-1, INSTRUCTION AND INFORMATION FOR CONTRACTORS, a copy of which will be furnished to the Contractor at the Preconstruction Conference. For information applicable to equipment rates used in contract modifications, refer to 00800 - SPECIAL CLAUSES, clause "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE".

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 GENERAL

The contract price for each item shall constitute full compensation for furnishing all plant, labor, materials except as indicated otherwise in the specifications or task order, tools and supplies, appurtenances, and incidentals and performing all operations necessary to complete each item of the work as specified per task order and in accordance with these specifications and the applicable drawings. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. Material and work paid for under one item will not be paid for under any other item. No separate payment will be made for the work, services, or operations required by the Contractor, as specified in DIVISION 1, GENERAL REQUIREMENTS, to complete the project in accordance with these specifications; all costs thereof shall be considered as incidental to the work. The Contractor will not be compensated for loss of time or equipment due to breakdown of equipment, lack of proper equipment as determined by the Contracting Officer, labor shortages or disputes, delay in obtaining materials, or for any other reason not directly the fault of the Government. No payment will be made for any work abandoned by the Contractor or rejected by the Contracting Officer because of failure to meet specification requirements. Payment for any work that is abandoned at the direction of the Contracting Officer due to no fault of the Contractor will be as listed in the Unit Price Schedule of the contract for the actual amount of work accomplished. Regardless of quantities estimated in the SCHEDULE, payment will be made for only the actual amount of work completed as specified in the individual task order(s) (refer to Section 00840 SPECIAL CONTRACT PROCEDURES for ordering procedures) and in accordance with the specifications.

1.2 MEASUREMENT GUIDELINES

1.2.1 Lump Sum Items

Items measured as a lump sum will be measured for payment as a complete job in the locations indicated. This measurement includes all incidental work that is necessary to make a complete job. Unless the payment item paragraph makes a specific exception of any item, incidental items will not be measured under any other item even though there is another listing for the work or material.

1.2.2 Unit Quantity Items

Items measured as a unit quantity will be measured for payment by the actual quantity of material installed in place or measured in original condition as required to make a complete job.

1.2.3 Ton (Vehicle Measurement)

All materials to be measured in tons and delivered or transported off-site by vehicle shall be weighed on public scales or scales provided by the Contractor and approved by the Contracting Officer. The scales shall be certified and shall be of sufficient capacity to permit weighing the transporting vehicle both

empty and full to the nearest 0.10 ton and the final quantity rounded to the nearest whole ton. Classes of material shall not be mixed in any given load. Scales shall be of the type that will print weigh tickets. A duplicate copy of each weigh ticket shall be furnished to the Contracting Officer (CO).

1.3 EARTHWORK-MATERIALS

1.3.1 Item 0001 – Base Course Gravel (Material Only)

1.3.1.1 Measurement

Base course gravel will be measured by the ton.

1.3.1.2 Payment

Payment will be at the contract unit price per ton under Item 0001. Payment shall include the cost of all labor, equipment and materials necessary to deliver material to the site. Separate payment will be made for spreading, compacting and other costs associated with the placing of material.

1.3.2 Item 0002 – Bedding Sand (Material Only)

1.3.2.1 Measurement

Bedding sand will be measured by the ton.

1.3.2.2 Payment

Payment will be at the contract unit price per ton under Item 0002. Payment shall include the cost of all labor, equipment and materials necessary to deliver material to the site. Separate payment will be made for spreading, compacting and other costs associated with the placing of material.

1.3.3 Item 0003 – Growth Medium (Material Only)

1.3.3.1 Measurement

Growth Medium will be measured by the ton.

1.3.3.2 Payment

Payment will be at the contract unit price under Item 0003. Payment shall include the cost of all equipment, labor, and supplies necessary to deliver material to the site. Separate payment will be made for spreading and other costs associated with the placing of material.

1.3.4 Item 0004 – Loose Riprap (Material Only)

1.3.4.1 Measurement

Riprap will be measured by the ton.

1.3.4.2 Payment

Payment will be at the contract unit price per ton under Item 0004. Payment shall include the cost of all labor, equipment and materials necessary to deliver material to the site. Separate payment will be made for costs associated with the placing of material. Payment will be made for materials ordered under the following sub items:

- a. 0004AA, Small – 9 inch diameter max.
- b. 0004AB, Medium - 18 inch diameter max.
- c. 0004AC, Large - 24 inch diameter max.

1.4 ROADWAY CLEANING AND MAINTENANCE

1.4.1 Item 0005 - Water Truck

1.4.1.1 Measurement

Use of water truck for dust control or cleaning operations will be measured to the nearest half-hour increment for each piece of equipment/operator conducting the required work.

1.4.1.2 Payment

Payment will be at the contract unit price per hour under Item 0005. Payment shall include the cost of equipment with operator and incidental supplies necessary to complete the required work. Price includes Government furnished source of water.

1.4.2 Item 0006 - Street Sweeper

1.4.2.1 Measurement

Use of street sweeper for cleaning and abatement of particulate matter from road and parking areas will be measured to the nearest half-hour increment for each piece of equipment/operator conducting the required work.

1.4.2.2 Payment

Payment will be at the contract unit price per hour under Item 0006. Payment shall include the cost of equipment with operator and incidental supplies necessary to complete the required work.

1.5 EROSION CONTROL

1.5.1 Item 0007 - Provide Silt Fence

1.5.1.1 Measurement

Length of silt fence required will be identified under the task order in lineal feet. Measurement will be based on the length of silt fence installed at the direction of the COR.

1.5.1.2 Payment

Payment will be at the contract unit price per lineal foot under Item 0007. Payment shall include the cost of all equipment and materials necessary to complete the required work. Payment for labor will be made separately.

1.5.2 Item 0008 - Provide Straw Bale Barrier

1.5.2.1 Measurement

Location of straw bale barriers required will be identified under the task order. Measurement will be based on the number of straw bales incorporated into the barrier and installed as directed.

1.5.2.2 Payment

Payment will be at the contract unit price per each straw bale under the subitems of Item 0008. Payment shall include the cost of all equipment and materials necessary to complete the required work. Payment for labor will be made separately. Payment will be made for materials ordered under the following sub items:

- a. 0008AA, Weed Free Bales.
- b. 0008AB, Non-Weed Free Bales.

1.5.3 Item 0009 - Hydroseed

1.5.3.1 Measurement

Hydroseeding will be measured for payment by the acre of area hydroseeded.

1.5.3.2 Payment

Payment will be at the contract unit price per acre under Item 0009. Payment shall include the cost of all equipment, labor, and supplies necessary to complete the required work.

1.6 MISCELLANEOUS WORK REQUESTS

1.6.1 Item 0010 - Electrical

1.6.1.1 Measurement

Electrical will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the required work.

1.6.1.2 Payment

Payment will be at the contract unit price per man-hour under Item 0010. Payment shall include the cost of all equipment, labor, small tools and incidental supplies necessary to complete the required work.

1.6.2 Item 0011 - Plumbing

1.6.2.1 Measurement

Plumbing will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the required work.

1.6.2.2 Payment

Payment will be at the contract unit price per man-hour under Item 0011. Payment shall include the cost of all equipment, labor, small tools and incidental supplies necessary to complete the required work.

1.6.3 Item 0012 - Mechanical Maintenance and Repair

1.6.3.1 Measurement

Mechanical Maintenance and Repair will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the required work.

1.6.3.2 Payment

Payment will be at the contract unit price per man-hour under Item 0012. Payment shall include the cost of all equipment, labor, small tools and incidental supplies necessary to complete the required work.

1.6.4 Item 0013 - Painting

1.6.4.1 Measurement

Painting will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the required work.

1.6.4.2 Payment

Payment will be at the contract unit price per man-hour under Item 0013. Payment shall include the cost of all equipment, labor, small tools and incidental supplies necessary to complete the required work.

1.7 Items 0014 through 0022 - MISCELLANEOUS EQUIPMENT REQUESTS

1.7.1 Measurement

Under this item Miscellaneous Equipment Requests will be measured for payment per hour to the nearest half-hour increment for each piece of equipment/operator required under a task order to conduct the specified work except a task order may provide for a particular piece of miscellaneous equipment with operator to be measured for payment as a lump sum item for a specific work task. No separate measurement for the work described for that item will then be made under a lump sum item.

- a. Daily Equipment Usage Card. For each item of equipment furnished and operated in accordance with Section 02951 MISCELLANEOUS WORK AND EQUIPMENT REQUESTS) for which payment is under a unit price the Contractor shall submit, at the close of each workday or as required by the CO, a Daily Equipment Usage Card describing Contractor's name, type of equipment, location of work, hours of operation and signature of operator. The COR must confirm and sign the card to verify for payment.

1.7.2 Payment

Payment will be at the contract unit price per regular hour per piece of equipment under Items 0014 through 0022. Payment will include the cost of each piece of equipment with operator and incidental supplies necessary to compete the required work. Description of equipment requirements is under Section 02951 MISCELLANEOUS WORK AND EQUIPMENT REQUESTS.

1.8 MISCELLANEOUS SUPERVISION AND LABOR

1.8.1 Item 0023 - On-Site Construction Supervisor

1.8.1.1 Measurement

On-Site Construction Supervisor will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the work.

1.8.1.2 Payment

Payment will be at the contract unit price per man-hour for the subitems under Item 0023. Payment shall include the cost of all labor and supplies necessary to complete the required work.

1.8.2 Item 0024 - Incidental Laborers

1.8.2.1 Measurement

Incidental Laborers will be measured for payment by the man-hour to the nearest half-hour increment necessary to conduct the work.

1.8.2.2 Payment

Payment will be at the contract unit price per man-hour for the subitems under Item 0024. Payment shall include the cost of all labor, small tools and supplies necessary to complete the required work.

1.9 Item 0025 - MOBILIZATION AND DEMOBILIZATION

1.9.1 Payment

Mobilization and Demobilization will only be included as a separate job item (fixed cost) for project locations outside the fixed boundaries of the Bunker Hill "Box" as defined under Section 01010 SUMMARY OF WORK. The additional work required to mobilize and demobilize all required equipment, materials, supplies, labor, and all incidentals (i.e., profit, overhead) necessary to complete the work beyond these boundaries will be negotiated under the task order.

1.10 Item 0026 - MATERIALS ALLOWANCE

A materials allowance is included in the SCHEDULE under Item 0026 to allow for the purchase of materials needed for construction ~~that are not specified in the technical specifications nor in this Section.~~ All prepriced items in the Schedule (Items 0001 through 0022), shall include the costs of all associated materials, supplies, tools, and incidentals required to perform the item of work, except for items for which materials are specified in the applicable technical sections for payment under the "Materials Allowance". No payment shall be made under the "Materials Allowance" for any materials, supplies and incidentals for which payment is to be included under a prepriced item. This Materials Allowance shall only be used with prior authorization from the Contracting Officer. The Contractor shall provide the Contracting Officer three separate quotes for the material supplied. See Paragraph ORDERING INFORMATION under Section 00840, SPECIAL CONTRACT REQUIREMENTS. Payment will be based on the lowest of the three quotes.

1.11 Item 0027 - NON-PREPRICED ITEMS

An allowance is included in the SCHEDULE under Item 0027 for labor and equipment for related construction work not identified in these contract documents. This non-identified work allowance shall only be used with prior authorization from the Contracting Officer.

1.12 ITEM 0028, WORK AUTHORIZATION DIRECTIVE (WAD) ALLOWANCE

An allowance is included in the SCHEDULE under Item 0028 for any miscellaneous work activities covered by the contract documents and ordered under a Work Authorization Directive (WAD). This Allowance shall only be used with prior authorization from the Contracting Officer. See Paragraph WAD PROCEDURES under Section 00840, SPECIAL CONTRACT REQUIREMENTS. The WAD allowance will be separate from any of the other Prepriced line items or other allowances for non Prepriced work. The price schedule developed for WAD work items shall use the unit price cost listed on the Schedule for a Prepriced line item when applicable, other non Prepriced costs will be negotiated as required. The total "not to exceed" amount cannot be exceeded without a modification to the contract.

1.13 Item 0029 - ACCIDENT PREVENTION PLAN

Payment will be made at the contract lump sum price under Item 0029, Schedule A only, for the Contractor's General Safety Program /Plan in accordance with EM 385-1-1 and Section 01351 SAFETY, HEALTH, AND EMERGENCY RESPONSE (HTRW/UST).

1.14 Item 0030 - DIVISION 1 PLANS

Payment will be made at the contract lump sum price under Item 0030, Schedule A only, for the Contractor's General Division 1 Plans under the various sections included thereto. These plans will be the first task order under the contract.

PART 2 (NOT USED)

PART 3 EXECUTION

3.1 PROGRESS PAYMENT INVOICE

Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts", respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.

3.1.1 When submitting payment requests, the Contractor shall complete Blocks 1 through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer. (A sample form is attached at the end of this Technical Specification Section.) The completed form shall then become the cover document to which all other support data shall be attached.

3.1.2 One additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE" cover document, shall be forwarded to a separate address as designated by the Contracting Officer.

3.1.3 The Contractor shall submit with each pay request, a list of subcontractors that have worked during that pay period. The listing shall be broken down into weeks, identifying each subcontractor that has worked during a particular week, and indicate the total number of employees that have worked on site for

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each subcontractor for each week. The prime Contractor shall also indicate the total number of employees for its on site staff for each week.

PROGRESS PAYMENT INVOICE

See Federal Acquisition Regulations (FAR) 32.900, 52.232-5, & 52.232-27

1. PROJECT AND LOCATION	2. DATE
3. CONTRACTOR NAME AND ADDRESS (Must be the same as in the Contract)	4. CONTRACT NO. 5. INVOICE NO.
6. DESCRIPTION OF WORK	7. PERIOD OF PERFORMANCE From: To:
8. DISCOUNT TERMS	
9. OFFICIAL TO WHOM PAYMENT IS TO BE FORWARDED Name: Title: Phone: () -	10. OFFICIAL TO BE NOTIFIED OF DEFECTIVE INVOICE Name: Title: Phone () -
11. CERTIFICATION: I hereby certify, to the best of my knowledge and belief, that (1) The amounts requested are only for the performance in accordance with the specifications, terms, and conditions of this contract; (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and (3) This request for progress payment does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.	
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%; border-top: 1px solid black; text-align: center;">(Signature)</div> <div style="width: 30%; border-top: 1px solid black; text-align: center;">(Title)</div> <div style="width: 30%; border-top: 1px solid black; text-align: center;">(Date)</div> </div>	
12. OTHER INFORMATION OR DOCUMENTATION required by Contract. Provide two (2) copies of each (check and attach if applicable): <div style="margin-left: 20px;"> <input type="checkbox"/> Updated Progress Chart/Schedule <input type="checkbox"/> Progress Narrative <input type="checkbox"/> Certified Payrolls (submitted weekly) <input type="checkbox"/> Safety Exposure Report <input type="checkbox"/> Updated Submittal Register <input type="checkbox"/> Progress Photos <input type="checkbox"/> Subcontractor/Employee Listings </div>	<div style="text-align: center; margin-bottom: 10px;">(FOR GOVERNMENT USE ONLY)</div> Retainage: ____% Amt: \$ _____ Withholdings: \$ _____ Reason: _____ Following items are current: As-Builts ____ Yes ____ No O & M Manuals ____ Yes ____ No 1354 Data ____ Yes ____ No Submittal Register ____ Yes ____ No

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL TYPES

1.1.1 Basic Contract Submittals

Basic Contract Submittals cover general work requirements and information prior to issuing of any task orders. No on-site operations will be allowed prior to approval of the Basic Contract Submittals.

1.1.2 Task Order Specific Submittals

All other submittals will be task order specific and such submittals as are required will be identified in each individual task order as either addendums to basic contract submittals or new submittal items.

1.2 SUBMITTAL CATEGORIES

Submittals are classified as follows:

- Government Approved (GA)

Government approval is required for extensions of design, critical materials, variations/deviations, an "or equal" decision, equipment whose compatibility with the entire system must be checked, architectural items such as Color Charts/Patterns/Textures, and other items as designated by the COR. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will be acted on as "shop drawings."

- For Information Only (FIO)

Submittals not requiring Government approval will be for information only. These are items such as Installation Procedures, Certificates of compliance, Samples, Qualifications, etc. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will not be acted on as "shop drawings."

Those items that can be visually inspected by the Contractor's Quality Control Representative (CQC) on site or are provided to the Government other than with an ENG Form 4025: The items that fall into this category shall remain on the register but shall not be submitted to the COR. For these items, the "Classification" column on the submittal register shall remain blank.

1.3 SUBMITTAL COORDINATION MEETING

After the preconstruction conference and before any submittals are sent to the Contracting Officer's Representative (COR), the Contractor shall meet with the COR to further develop an approved submittal register, ENG Form 4288 for the basic contract submittal items. A preliminary submittal register listing the

basic contract submittal items is attached to the end of this section. During the meeting all required items will be identified and grouped into one of the categories defined in paragraph "Submittal Categories."

1.3.1 Task Order Submittals

For each Task Order and before any submittals are sent to the Contracting Officer's Representative (COR), the Contractor shall meet with the COR and jointly develop the approved submittal listing in accordance with the previously described categories.

1.3.2 Submittal Review Periods

In preparing the submittal schedule dates, adequate time (minimum of 30 days) shall be allowed for Government review and approval, and possible resubmittal of each item on the register. Task Order Submittals shall be submitted within the time frame required by the Contracting Officer. The final submittal register for each task order shall be coordinated with the progress schedule and submitted within 21 days of the task order notice to proceed.

1.4 APPROVED SUBMITTALS

The approval of submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary.

1.5 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies as specified for Government approval. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be given promptly to the Contracting Officer.

1.6 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.7 PAYMENT

Separate payment will not be made for submittals, and all costs associated therein shall be included in the applicable unit prices or lump sum prices contained in the schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

Prior to submittal, all items shall be checked and approved by the Contractor's CQC and each item of the submittal shall be stamped, signed, and dated. Each respective transmittal form (ENG Form 4025) shall be signed and dated by the CQC certifying that the accompanying submittal complies with the contract requirements. This procedure applies to all submittals. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. GA submittals shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. The COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. The Contractor shall maintain a complete and up-to-date file of all submittals/items on site for use by both the Contractor and the Government.

3.2 SUBMITTAL REGISTER (ENG Form 4288)

For each task order the submittal register - ENG Form 4288 – for Divisions 1 through 16 shall be developed by the Contractor prior to the submittal coordination meeting and list each item of equipment and material for which submittals are required in the Technical Specifications. (See paragraph SUBMITTALS at the beginning of each specification section. The Contractor shall approve all items listed on the submittal register. During the submittal coordination meeting, a submittal register will be created by annotating the Form 4288. When the final submittal register is submitted for approval, the Contractor shall complete the column entitled “Item No.” and all data under “Contractor Schedule Dates” and return five completed copies to the COR for approval. The Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. The numbers in column “Item No.” are to be assigned sequentially starting with "1" for each specification section. DO NOT pre-assign transmittal numbers when preparing the submittal register. When a conflict exists between the submittal register and a submittal requirement in the technical sections, other than those submittals referenced in Paragraph 3.9: Field Test Reports, the approved submittal register shall govern. The preliminary, and then the final approved submittal register, will become the scheduling documents and will be updated monthly and used to control submittals throughout the life of the contract. Names and titles of individuals authorized by the Contractor to approve shop drawings shall be submitted to COR with the final 4288 form. Supplier or subcontractors certifications are not acceptable as meeting this requirement.

3.3 SCHEDULING

Submittals covering component items forming a system, or items that are interrelated, shall be coordinated and submitted concurrently. Certifications shall be submitted together with other pertinent information and/or drawings. Additional processing time beyond 30 days, or number of copies, may be shown by the COR on the submittal register attached in the “Remarks” column, or may be added by the COR during the coordination meeting. No delays damages or time extensions will be allowed for time lost due to the Contractor not properly scheduling and providing submittals.

3.4 TRANSMITTAL FORM (ENG Form 4025)

The transmittal form (ENG Form 4025), sample attached at end of this section, shall be used for submitting both Government Approved and Information Only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly

completed by filling out all the heading blank spaces and identifying each item submitted. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 General

Shop drawings and ENG Form 4025 (sample attached at end of this section) shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" and "Information Only Submittals." ENG Form 4025 is the transmittal document and shall be initiated by the Contractor in accordance with the instructions herein and as on the reverse side of ENG Form 4025. Blank ENG Form 4025's will be furnished by the Contracting Officer upon request. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more ENG Forms 4025 shall be used per specification SECTION, however, never include more than one specification SECTION per form. Each submittal shall be complete, containing all information needed to determine contract compliance.

3.5.2 Approval of Submittals

All submittals shall be Contractor approved; however, certain specified submittals will also require Government approval. Government approval is required when submittals:

- a. are specially identified in the individual task orders for Government approval, or
- b. are extensions of design, or
- c. represent critical materials, or
- d. involve equipment that must be checked for compatibility with an entire system, or
- e. depict deviation from the contract (such as an "or equal" decision).

All other submittals are for information only.

Before submission, Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for Contracting Officer use. Approval by Contractor shall be indicated on each shop drawing by an "Approval" stamp containing information as shown on stamp outline in paragraph CONTRACTOR APPROVAL STAMP. Names and titles of individuals authorized by Contractor to approve shop drawings shall be submitted to Contracting Officer. Suppliers' or subcontractors' certifications are not acceptable as meeting this requirement. Submittals not conforming to the requirements of this Section will be returned to the Contractor for correction and resubmittal.

3.5.3 Variations

For submittals which include proposed variations requested by the Contractor, the column "h" variation" of ENG Form 4025 shall be checked AND FIVE COPIES SUBMITTED for Government Approval. The Contractor shall set forth in writing the justification for any variations and annotate such variations on the submittal in the REMARKS BLOCK. Normally, variances are not approved unless there is an advantage to the Government. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 GOVERNMENT APPROVED SUBMITTALS (SUBMIT 5 COPIES)

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and date. Three copies of the submittal will be retained by the Contracting Officer and 2 (two) copies of the submittal will be returned to the Contractor.

3.6.1 Processing of Government Approved Submittals

Five copies of all submittals requiring Government approval shall be submitted. Each copy submitted shall be identified by having a completed copy of ENG Form 4025 attached to it. Submittals will be reviewed and processed as follows:

a. Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two prints, or two copies of catalog and other printed data, will be returned to the Contractor.

b. Approved Except as Noted (Action Code "B"): Shop drawings which have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and returned to the Contractor for correction. Distribution will be the same as for "Approved as Submitted (Action Code "A") submittals.

c. Approved Except as Noted (Action Code "C"): Shop drawings which are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and returned to the Contractor for correction. Two prints, or two copies of catalog and other printed data, will be returned to the Contractor. The Contractor need only resubmit the items of the submittal needing the corrections.

d. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor stamped "Disapproved." an explanation will be furnished on the submitted material or on ENG Form 4025 indicating reason for disapproval. Distribution will be the same as for "Approved Except as Noted (Action Code "C") submittals.

e. Resubmittal will not be required for shop drawings stamped "Approved as Submitted (Action Code "A") or "Approved Except as Noted (Action Code "B")" unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "Approved Except as Noted (Action Code "C") or "Disapproved (Action Code "E")," Contractor shall make corrections required, note any changes by dating the revisions to correspond with the change request date, and promptly resubmit the corrected material. Government costs incurred after the first resubmittal will be charged to the Contractor.

3.7 INFORMATION ONLY SUBMITTALS (SUBMIT 3 COPIES OF DATA AND 4 COPIES OF ENG FORM 4025)

Normally submittals for information only will not be returned. Approval of the Government is not required on information only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. The resubmittal shall be reclassified as Government approved submittal. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Office from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

3.7.1 Processing of Information Only Submittals

Three copies of all shop drawings submitted for information only shall be submitted prior to delivery of the material or equipment to the jobsite. Each copy submitted shall be identified by having a completed copy of ENG Form 4025 attached to it. ENG Form 4025 shall be marked as follows to identify the Contractor approved submittals. The words "Contractor approved - information copy only" shall be placed in the remarks block of the form. Submittals will be monitored and spot checks will be made. When such checks indicate noncompliance, Contractor will be notified by the same method used for Government approvals. An additional completed ENG form 4025 shall be submitted (without attachments) which will be returned to the Contractor to signify that the submittal has been received.

3.8 CONTRACTOR APPROVAL STAMP

The stamp used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR: _____
CONTRACT NO. _____
TRANSMITTAL NO. _____
ITEM NO. _____
SPECIFICATION SECTION _____
PARAGRAPH NO. _____
APPROVED: YES _____ NO _____
APPROVED WITH CORRECTIONS AS NOTED ON SUBMITTAL DATA _____
ON ATTACHED COMMENT SHEET _____
SIGNATURE: _____
TITLE: _____ DATE _____

CONTRACTORS REVIEW STAMP
MAXIMUM SIZE 3-INCHES X 3-INCHES

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <small>(Read instructions on the reverse side prior to initiating this form)</small>		DATE	TRANSMITTAL NO.			
SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS <small>(This section will be initiated by the contractor)</small>						
TO:	FROM:	CONTRACT NO.	CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____			
SPECIFICATION SEC. NO. <small>(Cover only one section with each transmittal)</small>		CHECK ONE: THIS TRANSMITTAL IS <input type="checkbox"/> FOR <input type="checkbox"/> FIELD <input type="checkbox"/> GOV'T. APPROVAL				
PROJECT TITLE AND LOCATION						
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED <small>(Type size, model number/etc.)</small>	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <small>(See instruction no. 8)</small>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT	FOR VARIATION CONTRACTOR USE CODE <small>(See instruction no. 8)</small>	FOR CE USE CODE
a.	b.	c.	d.	e.	f.	g.
REMARKS						
I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.						
NAME AND SIGNATURE OF CONTRACTOR						
SECTION II - APPROVAL ACTION						
ENCLOSURES RETURNED <small>(List by Item No.)</small>				NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY		
DATE				DATE		
ENG FORM 4025-R, MAR 95		(ER 415-1-10)		EDITION OF SEP 93 IS OBSOLETE.		SHEET ____ OF ____
(Prepared by CEMPCO)						

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other (Specify)
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

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SECTION 01351

SAFETY, HEALTH, AND EMERGENCY RESPONSE (HTRW/UST)

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z358.1 (1998) Emergency Eyewash and Shower Equipment

AMERICAN PETROLEUM INSTITUTE (API)

API Pub 2219 (1999) Safe Operation of Vacuum Trucks in Petroleum Service

API RP 1604 (1996) Closure of Underground Petroleum Storage Tanks

API Std 2015 (2001) Requirements for Safe Entry and Cleaning of Petroleum Storage Tanks

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

10 CFR 20 Standards for Protection Against Radiation

29 CFR 1904 Recording and Reporting Occupational Injuries and Illnesses

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1910.120 Hazardous Waste Operations and Emergency Response

29 CFR 1926 Safety and Health Regulations for Construction

29 CFR 1926.65 Hazardous Waste Operations and Emergency Response

49 CFR 171 General Information, Regulations, and Definitions

49 CFR 172 Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) U.S. Army Corps of Engineers Safety and Health Requirements Manual

ER 385-1-95 (2003) Safety and Health Requirements for Ordnance and Explosives (OE) Operations

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH 85-115 (1985) Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities

1.2 DESCRIPTION OF WORK

This section requires contractors to implement practices and procedures for working safely and in compliance with OSHA and USACE regulation while performing miscellaneous infrastructure activities on the Bunker Hill Mining and Metallurgical Complex superfund site. Some of the tasks to be performed under the various delivery orders to this contract will not involve exposure potential to the metals contamination throughout the site; other tasks will. The requirements of this specification section address both types of activities. The critical element for compliance with this specification is performance of activity/job hazard analyses for each task covered by each task order and making sure they are specific to the work site and tasks to be performed.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan/Site-specific Safety and Health Plan; G [CENWS-EC-TB-ET]

The Accident Prevention Plan/Site-specific Safety and Health Plan (APP/SSHP) shall be submitted which meets the requirements of this specification section. Addendums shall be submitted for each task order to address work-site/task specific safety and health issues (such as Activity Hazard Analyses, exposure assessment, PPE, decontamination facilities, work zones, changes in contractor personnel, etc.) and may reference extensively the initial contract APP/SSHP. No work for an individual task order shall begin until the APP/SSHP addendum has been approved.

SD-02 Shop Drawings

Work Zones; G

Drawings including typical initial work zone boundaries for each task covered under this contract: Exclusion Zone (EZ), including restricted and regulated areas; Contamination

Reduction Zone (CRZ); and Support Zone (SZ). For each specific site/task order, these shall be submitted as part of the APP/SSHP addendum.

Decontamination Facilities; G

Drawings showing the typical layout of the personnel and equipment decontamination areas and facilities for each task under this contract. For each specific site/task order, these shall be submitted as part of the APP/SSHP addendum.

SD-03 Product Data

Exposure Monitoring/Air Sampling Program; G [CENWS-EC-TB-ET]

Personnel exposure monitoring/sampling results. These shall be submitted daily with the DCQCRs (reference specification section 01451) and monthly under a 4025 (reference specification section 01330) for Corps IH review.

Site Control Log

Record of each entry and exit into the site, as specified. These shall be submitted daily with the DCQCRs and not via 4025.

Employee Certificates

A certificate for each worker performing cleanup operations with potential for contaminant-related occupational exposure signed by the safety and health manager and the occupational physician indicating the workers meet the training and medical surveillance requirements of this contract. These shall be included in the submittal for the APP/SSHP; any modifications/updates shall be submitted as addendums to the APP/SSHP.

1.4 REGULATORY REQUIREMENTS

Work performed under this contract shall comply with EM 385-1-1, ER 398-1-92, OSHA requirements in 29 CFR 1910 and 29 CFR 1926, especially OSHA's Standards 29 CFR 1926.65 and 29 CFR 1910.120 and state specific OSHA requirements where applicable. Matters of interpretation of standards shall be submitted to the Contracting Officer for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

1.5 PRECONSTRUCTION SAFETY CONFERENCE

A preconstruction safety conference shall be conducted prior to the start of site activities and after submission of the contractor's APP/SSHP. The objective of the meeting will be to discuss health and safety concerns related to the impending work, discuss project health and safety organization and expectations, review and answer comments and concerns regarding the APP/SSHP or other health and safety concerns the contractor may have. The Contractor shall ensure that those individuals responsible for health and safety at the project level are available and attend this meeting.

1.6 ACCIDENT PREVENTION PLAN/SITE SAFETY AND HEALTH PLAN (APP/SSHP)

The Contractor shall develop and implement a Site Safety and Health Plan that shall be attached to the Accident Prevention Plan (APP) as an appendix (APP/SSHP). The APP/SSHP shall address all site-specific occupational safety and health hazards (traditional construction as well as contaminant-related hazards) associated with cleanup operations and tasks identified under this contract. The APP/SSHP shall cover each SSHP element in section 28.A.01 of EM 385-1-1 (format is provided in Appendix C of ER 385-1-92 (2003)) and each APP element in Appendix A of EM 385-1-1. There are overlapping elements in Section 28.A.01 and Appendix A of EM 385-1-1. SSHP appendix elements that overlap with APP elements need not be duplicated in the APP/SSHP provided each SOH issue receives adequate attention and is documented in the APP/SSHP. The APP/SSHP is a dynamic document, subject to change as project operations/execution change. The APP/SSHP will require modification to address changing and previously unidentified health and safety conditions. It is the Contractor's responsibility to ensure that the APP/SSHP is updated accordingly. Amendments to the APP/SSHP will be submitted to the COR as the APP/SSHP is updated. Addendums shall be submitted for each task order to address specific issues associated with task order work.

1.6.1 Acceptance and Modifications

Prior to submittal, the APP/SSHP shall be signed and dated by the Safety and Health Manager, Site Safety and Health Officer and the Site Superintendent. The APP/SSHP shall be submitted for review 14 days prior to the Preconstruction Safety Conference. Deficiencies in the APP/SSHP will be discussed at the preconstruction safety conference, and the APP/SSHP shall be revised to correct the deficiencies and resubmitted for acceptance. Onsite work shall not begin until the plan has been accepted. A copy of the written APP/SSHP shall be maintained onsite. Changes and modifications to the accepted APP/SSHP shall be made with the knowledge and concurrence of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer. Should any unforeseen hazard become evident during the performance of the work, the Site Safety and Health Officer (SSHO) shall bring such hazard to the attention of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer for resolution as soon as possible. In the interim, necessary action shall be taken to re-establish and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment. Disregard for the provisions of this specification or the accepted APP/SSHP shall be cause for stopping work until the matter has been rectified.

1.6.2 Availability

The APP/SSHP shall be made available in accordance with 29 CFR 1910.120, (b)(1)(v) and 29 CFR 1926.65, (b)(1)(v).

1.7 SITE DESCRIPTION AND CONTAMINATION CHARACTERIZATION

1.7.1 Project/Site Conditions

The Contractor shall refer to the following reports and information for additional site description and contamination characterization. The Environmental Protection Agency web site may be used to access reference documents at <http://yosemite.epa.gov/R10/CLEANUP.NSF/sites/bh> including reference documents such as the Records of Decision for the site.

The primary contaminants of concern for work covered by this contract are lead, arsenic, cadmium, and zinc contained within the soil, sediment, and household dust. The following table summarizes the results for soil and dust which would pose the greatest exposure potential.

(in mg/kg)	Lead	Arsenic	Cadmium	Zinc
Overall max.	67,100	3610	194	25,800
Overall background	175	22	2.86	280
Upper Basin Yards max.	7,350	--	--	--
Upper Basin Yards avg.	487	--	--	--
Lower Basin Yards Max	20,218	--	--	--
Lower Basin Yards avg.	821	--	--	--
Upper Basin Dust max.	3,140	--	--	--
Upper Basin Dust avg.	512	--	--	--
Lower Basin Dust max.	29,725	--	--	--
Lower Basin Dust avg.	997	--	--	--

1.7.1.1 CERCLA Documents

Record of Decision. The Bunker Hill Mining and Metallurgical Complex Operable Unit 3. September 2002.

1.7.1.2 RCRA Documents

Not Used.

1.7.1.3 UST Documents

Not Used.

1.7.2 Ordnance and Explosives (OE)

Not Used.

1.8 TASK SPECIFIC HAZARDS, INITIAL PPE, HAZWOPER MEDICAL SURVEILLANCE AND TRAINING APPLICABILITY

Task specific occupational hazards, task specific HAZWOPER/Lead medical surveillance and training applicability and task specific initial PPE requirements for the project are listed on the **Task Hazard and Control Sheets** at the end of this section. It is the Contractor's responsibility to reevaluate occupational safety and health hazards both during APP/SSHP preparation and as the work progresses and to adjust the PPE and onsite operations, if necessary, so that the work is performed safely and in compliance with occupational safety and health regulations. Safety, chemical, physical, and biological hazards shall be addressed. Refer to EM 385-1-1 Figure 1-1 and ER 385-1-92, Appendix C, C-2.

1.9 STAFF ORGANIZATION, QUALIFICATION AND RESPONSIBILITIES

1.9.1 Safety and Health Manager

Safety and Health Manager shall be an Industrial Hygienist certified by the American Board of Industrial Hygiene or a safety professional certified by the Board of Certified Safety Professionals.

1). The Safety and Health Manager shall have the following additional qualifications:

- a. A minimum of 3 years experience in developing and implementing safety and health programs at hazardous waste sites.
- b. Documented experience in supervising professional and technician level personnel.
- c. Documented experience in developing worker exposure assessment programs and air monitoring programs and techniques.
- d. Documented experience in managing personal protective equipment programs and conducting PPE hazard evaluations for the types of activities and hazards likely to be encountered on the project.
- e. Working knowledge of state and Federal occupational safety and health regulations.

2). The Safety and Health Manager shall:

- a. Be responsible for the development, implementation, oversight, and enforcement of the APP/SSHP.
- b. Sign and date the APP/SSHP prior to submittal.
- c. Conduct initial site-specific training.
- d. Be available for consultation during the first 3 days of site activities and at the startup of each new major phase of work.
- e. Visit the site as needed and at least once per month for the duration of activities, to audit the effectiveness of the APP/SSHP.
- f. Be available for emergencies.
- g. Provide onsite consultation as needed to ensure the APP/SSHP is fully implemented.
- h. Coordinate any modifications to the APP/SSHP with the Site Superintendent, the SSHO, and the Contracting Officer.
- i. Provide continued support for upgrading/downgrading of the level of personal protection.
- j. Be responsible for evaluating air monitoring data and recommending changes to engineering controls, work practices, and PPE.

k. Review accident reports and results of daily inspections.

l. Serve as a member of the Contractor's quality control staff.

1.9.2 Additional Certified Health and Safety Support Personnel

The Contractor's Safety and Health Manager does not meet the qualifications identified in paragraph 1.9.1, the Contractor shall retain safety support from a safety professional certified by the Board of Certified Safety professionals to develop written occupational safety procedures for the APP/SSHP and, when necessary, visit the site to help implement APP/SSHP requirements and industrial hygiene support from an industrial hygienist certified by the American Board of Industrial Hygiene to develop occupational health practices for the APP/SSHP and, if necessary, visit the site to help implement APP/SSHP requirements. These certified Health and Safety Personnel shall then fulfill the responsibilities for the Safety and Health Manager identified in 1.9.1.

1.9.3 Site Safety and Health Officer

An individual and one alternate shall be designated the Site Safety and Health Officer (SSHO). The name, qualifications (education and training summary and documentation), and work experience of the Site Safety and Health Officer and alternate shall be included in the APP/SSHP.

1). The SSHO shall have the following qualifications:

- a. A minimum of 2 years experience in implementing safety and health programs at hazardous waste sites where Level C personal protective equipment was required.
- b. Documented experience in construction techniques and construction safety procedures.
- c. Working knowledge of Federal and state occupational safety and health regulations.
- d. Specific training in personal and respiratory protective equipment, confined space entry and in the proper use of air monitoring instruments and air sampling methods including monitoring for ionizing radiation.

2). The Site Safety and Health Officer shall:

- a. Assist and represent the Safety and Health Manager in onsite training and the day to day onsite implementation and enforcement of the accepted APP/SSHP.
- b. Be assigned to the site on a full time basis for the duration of field activities. The SSHO can have collateral duties in addition to Safety and Health related duties, such as Contractor Quality Control Systems Manager. If operations are performed during more than 1 work shift per day, a site Safety and Health Officer shall be present for each shift.
- c. Have authority to ensure site compliance with specified safety and health requirements, Federal, state and OSHA regulations and all aspects of the APP/SSHP including, but not limited to, activity hazard analyses, air monitoring, use of PPE, decontamination, site control, standard operating procedures used to minimize hazards, safe use of engineering controls, the emergency response plan, confined space entry procedures, spill containment program, and preparation of

records by performing a daily safety and health inspection and documenting results on the Daily Safety Inspection Log in accordance with 29 CFR 1904.

- d. Have authority to stop work if unacceptable health or safety conditions exist, and take necessary action to re-establish and maintain safe working conditions.
- e. Consult with and coordinate any modifications to the APP/SSHP with the Safety and Health Manager, the Site Superintendent, and the Contracting Officer.
- f. Serve as a member of the Contractor's quality control staff on matters relating to safety and health.
- g. Conduct accident investigations and prepare accident reports.
- h. Conduct daily safety inspection and document safety and health findings into the Daily Safety Inspection Log. Track noted safety and health deficiencies to ensure that they are corrected.
- i. In coordination with site management and the Safety and Health Manager, recommend corrective actions for identified deficiencies and oversee the corrective actions.

1.9.4 Occupational Physician

The services of a licensed physician, who is certified in occupational medicine by the American Board of Preventative Medicine, or who, by necessary training and experience is Board eligible, shall be utilized. The physician shall be familiar with this site's hazards and the scope of this project. The medical consultant's name, qualifications, and knowledge of the site's conditions and proposed activities shall be included in the APP/SSHP. The physician shall be responsible for the determination of medical surveillance protocols and for review of examination/test results performed in compliance with 29 CFR 1910.120 (f), 29 CFR 1926.65 (f), 29 CFR 1926.62 (j), and paragraph MEDICAL SURVEILLANCE.

1.9.5 Persons Certified in First Aid and CPR

At least two persons who are currently certified in first aid and CPR by the American Red Cross or other approved agency shall be onsite at all times during site operations. They shall be trained in universal precautions and the use of PPE as described in the Bloodborne Pathogens Standard of 29 CFR 1910.1030. These persons may perform other duties but shall be immediately available to render first aid when needed.

1.9.6 Safety and Health Technicians

Not Used.

1.10 TRAINING

The Contractor's training program for workers performing cleanup operations or tasks covered under this contract who will be exposed to contaminants shall meet the following requirements. If there is no potential for exposure, requirements of 1.10.2 through 1.10.4 are still required.

1.10.1 General Hazardous Waste Operations Training

All Personnel performing duties with potential for exposure to onsite contaminants shall meet and maintain the following 29 CFR 1910.120/29 CFR 1926.65 (e) training requirements:

- a. 40 hours of off site hazardous waste instruction.
- b. 3 days actual field experience under the direct supervision of a trained, experienced supervisor.
- c. 8 hours refresher training annually.

Onsite supervisors shall have an additional 8 hours management and supervisor training specified in 29 CFR 1910.120/29 CFR 1926.65 (e) (4).

1.10.2 Pre-entry Briefing

Prior to commencement of onsite field activities, all site employees, including those assigned only to the Support Zone, shall attend a site-specific safety and health training session. This session shall be conducted by the Safety and Health Manager and the Site Safety and Health Officer to ensure that all personnel are familiar with requirements and responsibilities for maintaining a safe and healthful work environment. Procedures and contents of the accepted APP/SSHP and Sections 01.B.02 and 28.D.03 of EM 385-1-1 shall be thoroughly discussed. Each employee shall sign a training log to acknowledge attendance and understanding of the training. The Contracting Officer shall be notified at least 5 days prior to the initial site-specific training session so government personnel involved in the project may attend.

1.10.3 Periodic Sessions

Periodic onsite training (tailgate safety briefings) shall be conducted by the SSHO at least daily for personnel assigned to work at the site during the following day. The training shall address safety and health procedures, work practices, any changes in the APP/SSHP, activity hazard analyses, work tasks, or schedule; results of previous week's air monitoring, review of safety discrepancies and accidents. Should an operational change affecting onsite field work be made, a meeting prior to implementation of the change shall be convened to explain safety and health procedures. Site-specific training sessions for new personnel, visitors, and suppliers shall be conducted by the SSHO using the training curriculum outlines developed by the Safety and Health Manager. Each employee shall sign a training log to acknowledge attendance and understanding of the training.

1.10.4 Other Training

Special site specific training requirements include Lead in Construction as specified by 29 CFR 1926.62(l), Blood Borne Pathogen training as specified in 29 CFR 1910.1030, and First Aid/CPR training (for a minimum of two people). The Safety and Health Manager shall provide training as specified by 29 CFR 1910.146, for employees who are required to supervise, standby, or enter permit-required confined spaces. Persons involved in any aspect of the transportation of hazardous materials shall be trained in accordance with 49 CFR 172 Subpart H.

1.11 PERSONAL PROTECTIVE EQUIPMENT

1.11.1 Site Specific PPE Program

Onsite personnel exposed to contaminants shall be provided with appropriate personal protective equipment. Components of levels of protection (C, D and modifications) must be relevant to site-specific conditions, including heat and cold stress potential and safety hazards. Only respirators approved by NIOSH shall be used. Protective equipment and clothing shall be kept clean and well maintained. The PPE section of the APP/SSHP shall include site-specific procedures to determine PPE program effectiveness and for onsite fit-testing of respirators, cleaning, maintenance, inspection, and storage of PPE.

1.11.2 Levels of Protection

The Safety and Health Manager shall establish and evaluate as the work progresses the levels of protection for each work activity. The Safety and Health Manager shall also establish action levels for upgrade or downgrade in levels of PPE. Protocols and the communication network for changing the level of protection shall be described in the SSHP. The PPE evaluation protocol shall address air monitoring results, potential for exposure, changes in site conditions, work phases, job tasks, weather, temperature extremes, individual medical considerations, etc.

1.11.2.1 Initial PPE Components

The following items constitute initial minimum protective clothing and equipment ensembles.

- a. Level D. Hard hats, steel toe/shank work boots, safety glasses, minimum short-sleeve shirt, long pants, gloves (as necessary), ear plugs/muffs (as necessary).
- b. Modified Level D. Level D with Tyvek-type coveralls or other work coveralls, rain/splash gear, latex/nitrile gloves for handling contaminated soils/water.

1.11.3 PPE for Government Personnel

Three clean sets of personal protective equipment and clothing (excluding air-purifying negative-pressure respirators and safety shoes, which will be provided by individual visitors), as required for entry into the Exclusion Zone and/or Contamination Reduction Zone, shall be available for use by the Contracting Officer or official visitors. The Contractor shall provide basic training in the use and limitations of the PPE provided.

1.12 MEDICAL SURVEILLANCE PROGRAM

The Contractor's medical surveillance program for workers performing cleanup operations and who will be exposed to contaminants shall meet 29 CFR 1910.120/29 CFR 1926.65 (f), 29 CFR 1926.62 (j) and the following requirements. The Contractor shall assure the Occupational Physician or the physician's designee performs the physical examinations and reviews examination results. Participation in the medical surveillance program shall be without cost to the employee, without loss of pay and at a reasonable time and place.

1.12.1 Frequency of Examinations

Medical surveillance program participants shall receive medical examinations and consultations on the following schedule:

- a. Every 12 months
- b. If and when the participant develops signs and symptoms indicating a possible overexposure due to an uncontrolled release of a hazardous substance on the project.
- c. Upon termination or reassignment to a job where medical surveillance program participation is not required, unless his/her previous annual examination/consultation was less than 6 months prior to reassignment or termination.
- d. On a schedule specified by the occupational physician.

1.12.2 Content of Examinations

The physical examination/consultation shall verify the following information about medical surveillance program participants:

- a. Baseline health conditions and exposure history.
- b. Allergies/sensitivity/susceptibility to hazardous substances exposure.
- c. Ability to wear personal protective equipment inclusive of NIOSH certified respirators under extreme temperature conditions.
- d. Fitness to perform assigned duties.

The Contractor shall provide the occupational physician with the following information for each medical surveillance program participant:

- a. Information on the employee's anticipated or measured exposure.
- b. A description of any PPE used or to be used.
- c. A description of the employee's duties as they relate to the employee's exposures (including physical demands on the employee and heat/cold stress).
- d. A copy of 29 CFR 1910.120, or 29 CFR 1926.65.
- e. Information from previous examinations not readily available to the examining physician.
- f. A copy of Section 5.0 of NIOSH 85-115.
- g. Information required by 29 CFR 1910.134.
- h. Information required by 29 CFR 1926.62.

1.12.3 Physician's Written Opinion

A copy of the physician's written opinion for each employee shall be obtained and furnished to the Safety and Health Manager; and the employee before work begins. The opinion shall address the employee's ability to perform hazardous waste site remediation work and shall contain the following:

- a. The physician's verification of the employee's fitness to perform duties as well as recommended limitations upon the employee's assigned work and/or PPE usage.
- b. The physician's opinion about increased risk to the employee's health resulting from work; and
- c. A statement that the employee has been informed and advised about the results of the examination.

1.12.4 Employee Certificates

Documentation that employees have received medical examinations shall be provided on employee certificates.

1.12.5 Site Specific Medical Surveillance

Prior to onsite work, medical surveillance program participants shall undergo the following medical testing: blood sampling and analysis for lead and zinc protoporphyrin levels. The Contractor shall provide an explanation of the site specific medical surveillance testing in the APP/SSHP.

1.13 EXPOSURE MONITORING/AIR SAMPLING PROGRAM

The Safety and Health Manager shall prepare and implement an exposure monitoring/air sampling program to identify and quantify safety and health hazards and airborne levels of hazardous substances in order to assure proper selection of engineering controls, work practices and personal protective equipment for affected site personnel. The exposure monitoring shall be utilized to perform initial exposure assessments in accordance with 29 CFR 1926.62 (d). Include action levels for upgrading/downgrading PPE in the program. The Contractor shall monitor for nuisance dust and lead. AIHA accredited laboratory shall be used to analyze all samples collected for personal exposure monitoring. These samples shall also be collected and analyzed in accordance with NIOSH analytical methods only.

1.14 HEAT AND COLD STRESS MONITORING AND MANAGEMENT

The Contractor shall document in the APP/SSHP and implement the procedures and practices in section 06.J. in EM 385-1-1 to monitor and manage heat and cold stress.

1.15 SPILL AND DISCHARGE CONTROL

Written spill and discharge containment/control procedures shall be developed and implemented. These procedures shall describe prevention measures, such as building berms or dikes; spill control measures and material to be used (e.g. booms, vermiculite); location of the spill control material; personal protective equipment required to cleanup spills; disposal of contaminated material; and who is responsible to report the spill. Storage of contaminated material or hazardous materials shall be appropriately bermed, diked and/or contained to prevent any spillage of material on uncontaminated

soil. If the spill or discharge is reportable, and/or human health or the environment are threatened, the National Response Center, the state, and the Contracting Officer shall be notified as soon as possible. Reporting requirements shall be in accordance with Federal, state and local regulations.

1.16 MATERIALS TRANSFER SAFETY

Not Used.

1.17 DRUM AND CONTAINER HANDLING

Not Used.

1.18 CONFINED SPACE ENTRY PROCEDURES

Confined space entry procedures shall address requirements of EM 385-1-1, section 06.I. as well as 29 CFR 1910.146. Confined spaces shall be identified during the hazard evaluation for each task order.

1.19 HOT WORK

Prior to conducting hot work, a hot work permit shall be prepared by the person to be conducting the hot work and reviewed and signed off on by the Contractor's qualified person. An additional hot work permit may need to be obtained from local authorities. An example format for a hot work permit shall be included in the APP/SSHP. The permit shall describe compliance with the following procedures. An individual at each hot work site shall be designated as a fire watch. This person's sole responsibility shall be to monitor the hot work and have immediate access to the fire extinguisher located at each hot work site. A new permit shall be obtained at the start of each work shift during which hot work will be conducted.

1.20 IGNITION SOURCES

Ignition sources shall be identified which could pose potential fire hazards or other hazards at the various sites.

1.21 FIRE PROTECTION AND PREVENTION

Fire protection and prevention requirements of EM 385-1-1, section 09 shall be address.

1.22 ELECTRICAL SAFETY

Electrical safety requirements of EM 385-1-1, section 11 shall be addressed.

1.23 EXCAVATION AND TRENCH SAFETY

Excavation and trench safety requirements of EM 385-1-1, section 25 shall be addressed.

1.24 GUARDING OF MACHINERY AND EQUIPMENT

Guarding of machinery and equipment requirements of EM 385-1-1, sections 13 and 16 shall be addressed.

1.25 LOCKOUT/TAGOUT

Lockout/tagout requirements of EM 385-1-1, section 12 shall be addressed.

1.26 FALL PROTECTION

Fall protection and safe access requirements of EM 385-1-1, section 21 shall be addressed.

1.27 HAZARD COMMUNICATION

Hazard communication requirements of 29 CFR 1910.1200 shall be addressed.

1.28 ILLUMINATION

Illumination requirements of EM 385-1-1, section 07 shall be addressed.

1.29 SANITATION

Sanitation requirements of EM 385-1-1, section 02 shall be addressed

1.30 ENGINEERING CONTROLS

Engineering controls to be used to mitigate against task hazards shall be addressed. Dust control shall be included in this discussion.

1.31 PROCESS SAFETY MANAGEMENT

Not Used.

1.32 SIGNS AND LABELS

Signs and labels shall be addressed as necessary to comply with EM 385-1-1, section 8 as well as 29 CFR 1910.1200.

1.33 WASTE DISPOSAL

Waste disposal requirements shall meet the requirements of specification section 02120.

1.34 THROUGH 1.39

Not Used.

1.40 SITE CONTROL MEASURES

1.40.1 Work Zones

Initial anticipated work zone boundaries (exclusion zone, contamination reduction zone, support zone, all access points and decontamination areas) are to be clearly delineated on the site drawings for each task order; a general description of work zone set up, based on anticipated tasks, shall be discussed in the APP/SSHP. Delineation of work zone boundaries shall be based on the contamination

characterization data and the hazard/risk analysis to be performed as described in paragraph: HAZARD/RISK ANALYSIS. As work progresses and field conditions are monitored, work zone boundaries may be modified (and site drawings modified) with approval of the Contracting Officer. Work zones shall be clearly identified and marked in the field (using fences, tape, signs, etc.). A site map, showing work zone boundaries and locations of decontamination facilities, shall be posted in the onsite office. Work zones shall consist of the following:

- a. Exclusion Zone (EZ): The exclusion zone is the area where hazardous contamination is either known or expected to occur and the greatest potential for exposure exists. Entry into this area shall be controlled and exit may only be made through the CRZ.
- b. Contamination Reduction Zone (CRZ): The CRZ is the transition area between the Exclusion Zone and the Support Zone. The personnel and equipment decontamination areas shall be separate and unique areas located in the CRZ.
- c. Support Zone (SZ): The Support Zone is defined as areas of the site, other than exclusion zones and contamination reduction zones, where workers do not have the potential to be exposed to hazardous substances or dangerous conditions resulting from hazardous waste operations. The Support Zone shall be secured against active or passive contamination. Site offices, parking areas, and other support facilities shall be located in the Support Zone.

1.40.2 Site Control Log

A log of personnel visiting, entering, or working on the site shall be maintained. The log shall include the following: date, name, agency or company, time entering and exiting site, time entering and exiting the exclusion zone (if applicable). Before visitors are allowed to enter the Contamination Reduction Zone or Exclusion Zone, they shall show proof of current training, medical surveillance and respirator fit testing (if respirators are required for the tasks to be performed) and shall fill out a Certificate of Worker or Visitor Acknowledgment. This visitor information, including date, shall be recorded in the log.

1.40.3 Communication

An employee alarm system that has adequate means of on and off site communication shall be provided and installed in accordance with 29 CFR 1910 Section .165. The means of communication shall be able to be perceived above ambient noise or light levels by employees in the affected portions of the workplace. The signals shall be distinctive and recognizable as messages to evacuate or to perform critical operations. Please note that cellular telephone coverage is very limited in the Basin/Bunker Hill area.

1.40.4 Site Security

No site security measures are provided for the Contractor. The Contractor shall determine the necessary security measures required based on the tasks involved and the hazards associated with those tasks. General security measures shall be addressed in the initial APP/SSHP with site-specific information included in the addendums for each specific task order. Signs shall be printed in bold large letters on contrasting backgrounds. Signs shall be visible from all points where entry might occur and at such distances from the restricted area that employees may read the signs and take necessary protective steps before entering.

1.41 PERSONAL HYGIENE AND DECONTAMINATION

Personnel entering the Exclusion or Contamination Reduction Zones or otherwise exposed to hazardous chemical vapors, gases, liquids, or contaminated solids shall decontaminate themselves and their equipment prior to exiting the contamination reduction zone (CRZ) and entering the support zone. Chapter 10.0 of NIOSH 85-115 shall be consulted when preparing decontamination procedures. A detailed discussion of personal hygiene and decontamination facilities and procedures to be followed by site workers shall be submitted as part of the APP/SSHP. Employees shall be trained in the procedures and the procedures shall be enforced throughout site operations.

1.41.1 Decontamination Facilities

The Contractor shall describe the types of decontamination facilities to be utilized for the various tasks; site specific decontamination facilities and procedures shall be established for each task order based on site specific/task specific requirements. The Contractor initially set up a decontamination line in the CRZ. Employees shall exit the exclusion zone through the CRZ and shall implement decontamination procedures and techniques established by the Safety and Health Manager. Showers, if needed, must comply with 29 CFR 1910, Section.141 and EM 385-1-1, 02 C, Washing Facilities. It is the Site Safety and Health Officer's responsibility to recommend techniques to improve personnel decontamination procedures, if necessary. Initial personnel decontamination equipment shall be described in the APP/SSHP.

1.41.2 Equipment Decontamination

Vehicles and equipment used in the EZ shall be decontaminated in the CRZ prior to leaving the site.

1.41.2.1 Facilities for Equipment and Personnel

A vehicle/equipment decontamination station shall be provided within the CRZ for decontaminating vehicles and equipment leaving the EZ. The Contractor shall determine the most effective means of decontaminating vehicles/equipment based on the task specific hazard analysis performed for each task order. The APP/SSHP shall discuss reasonable methods to be considered, based on the tasks covered under this contract. High pressure, low volume, water wash area for equipment and vehicles and steam cleaning system for use after the mud and/or site material has been cleaned from the equipment, are possible options, as is dry decontamination using a broom shall only be used to remove clumps of soil/loose spilled materials on accessible surfaces in such a manner as to prevent dust generation. If a designated "clean area" in the CRZ for performing equipment maintenance is required, this shall be addressed in the APP/SSHP. This area shall be used when personnel are required by normal practices to come in contact with the ground, i.e., crawling under a vehicle to change engine oil. Equipment within the EZ or CRZ shall be decontaminated before maintenance is performed.

1.41.2.2 Procedures

Procedures for equipment decontamination shall be developed and utilized to prevent the spread of contamination into the SZ and offsite areas. These procedures shall address disposal of contaminated products and spent materials used on the site, including containers, fluids, oils, etc. Any item taken into the EZ shall be assumed to be contaminated and shall be inspected and decontaminated before. Vehicles, equipment, and materials shall be cleaned and decontaminated prior to leaving the site. Construction material shall be handled in such a way as to minimize the potential for contaminants

being spread and/or carried offsite. Prior to exiting the site, vehicles and equipment shall be monitored to ensure the adequacy of decontamination.

1.42 EMERGENCY EQUIPMENT AND FIRST AID REQUIREMENTS

The following items, as a minimum, shall be maintained onsite and available for immediate use:

- a. First aid equipment and supplies approved by the consulting physician.
- b. Emergency eyewashes and showers that comply with ANSI Z358.1.
- c. Emergency-use respirators. Not Used.
- d. Fire extinguishers of sufficient size and type shall be provided at site facilities and in all vehicles and at any other site locations where flammable or combustible materials present a fire risk.

1.43 EMERGENCY RESPONSE AND CONTINGENCY PROCEDURES

An Emergency Response Plan, that meets the requirements of 29 CFR 1910.120 (l) and 29 CFR 1926.65 (l), shall be developed and implemented as a section of the APP/SSHP. In the event of any emergency associated with remedial action, the Contractor shall, without delay, alert all onsite employees and as necessary offsite emergency responders that there is an emergency situation; take action to remove or otherwise minimize the cause of the emergency; alert the Contracting Officer; and institute measures necessary to prevent repetition of the conditions or actions leading to, or resulting in, the emergency. Employees that are required to respond to hazardous emergency situations shall be trained to their level of responsibility according to 29 CFR 1910.120 (q) and 29 CFR 1926.65 (q) requirements. The plan shall be rehearsed regularly as part of the overall training program for site operations. The plan shall be reviewed periodically and revised as necessary to reflect new or changing site conditions or information. Copies of the Emergency Response Portion of the accepted APP/SSHP shall be provided to the affected local emergency response agencies. The following elements, as a minimum, shall be addressed in the plan:

- a. Pre-emergency planning. The Contractor shall coordinate with local emergency response providers during preparation of the Emergency Response Plan. At a minimum, coordinate with local fire, rescue, hazardous materials response teams, police and emergency medical providers to assure all organizations are capable and willing to respond to and provide services for on-site emergencies. The Contractor shall ensure the Emergency Response Plan for the site is compatible and integrated with the local fire, rescue, medical and police security services available from local emergency response planning agencies.
- b. Personnel roles, lines of authority, communications for emergencies.
- c. Emergency recognition and prevention.
- d. Site topography, layout, and prevailing weather conditions.

- e. Criteria and procedures for site evacuation (emergency alerting procedures, employee alarm system, emergency PPE and equipment, safe distances, places of refuge, evacuation routes, site security and control).
- f. Specific procedures for decontamination and medical treatment of injured personnel.
- g. Route maps to nearest prenotified medical facility. Site-support vehicles shall be equipped with maps. At the beginning of project operations, drivers of the support vehicles shall become familiar with the emergency route and the travel time required.
- h. Emergency alerting and response procedures including posted instructions and a list of names and telephone numbers of emergency contacts (physician, nearby medical facility, fire and police departments, ambulance service, Federal, state, and local environmental agencies; as well as Safety and Health Manager, the Site Superintendent, the Contracting Officer and/or their alternates).
- i. Criteria for initiating community alert program, contacts, and responsibilities.
- j. Procedures for reporting incidents to appropriate government agencies. In the event that an incident such as an explosion or fire, or a spill or release of toxic materials occurs during the course of the project, the appropriate government agencies shall be immediately notified. In addition, the Contracting Officer and the local district safety office shall be verbally notified immediately and receive a written notification within 24 hours. The report shall include the following items:
 - (1) Name, organization, telephone number, and location of the Contractor.
 - (2) Name and title of the person(s) reporting.
 - (3) Date and time of the incident.
 - (4) Location of the incident, i.e., site location, facility name.
 - (5) Brief summary of the incident giving pertinent details including type of operation ongoing at the time of the incident.
 - (6) Cause of the incident, if known.
 - (7) Casualties (fatalities, disabling injuries).
 - (8) Details of any existing chemical hazard or contamination.
 - (9) Estimated property damage, if applicable.
 - (10) Nature of damage, effect on contract schedule.
 - (11) Action taken to ensure safety and security.
 - (12) Other damage or injuries sustained, public or private.

- k. Procedures for critique of emergency responses and follow-up.

1.44 CERTIFICATE OF WORKER/VISITOR ACKNOWLEDGEMENT

A copy of a Contractor-generated certificate of worker/visitor acknowledgement shall be completed and submitted for each visitor allowed to enter contamination reduction or exclusion zones, and for each employee, following the example certificate at the end of this section.

1.45 INSPECTIONS

The SSHO's Daily Inspection Logs shall be attached to and submitted with the Daily Quality Control reports. Each entry shall include the following: date, work area checked, employees present in work area, PPE and work equipment being used in each area, special safety and health issues and notes, and signature of preparer.

1.46 SAFETY AND HEALTH PHASE-OUT REPORT

A Safety and Health Phase-Out Report shall be submitted in conjunction with the project close out report and will be received prior to final acceptance of the work. The following minimum information shall be included:

- a. Summary of the overall performance of safety and health (accidents or incidents including near misses, unusual events, lessons learned, etc.).
- b. Final decontamination documentation including procedures and techniques used to decontaminate equipment, vehicles, and on site facilities.
- c. Summary of exposure monitoring and air sampling accomplished during the project.
- d. Signatures of Safety and Health Manager and SSHO.

Task Hazard and Control Requirements Sheet.

Tasks: Placement of base course gravel, bedding sand, loose riprap; roadway cleaning and maintenance, hydroseeding, electrical, plumbing (if no contact with contaminated soil/water), painting

Initial Anticipated Hazards: lead contaminated dust is not anticipated during rock/sand placement or during roadway maintenance; street sweeper operation shall be evaluated for dust generation.

Initial PPE: Level D

Initial Controls: dust control as necessary

Initial Exposure Monitoring: only during street sweeper operation

HAZWOPER Medical Surveillance Required **yes** **no**

HAZWOPER Training Required **yes** **no**

Task: Erosion Control

Initial Anticipated Hazards: lead contaminated soils/dust could be encountered during installation/maintenance of silt fences

Initial PPE: Level D

Initial Controls: Dust control; personal hygiene

Initial Exposure Monitoring: initial exposure assessment for lead, dust with samples to be sent to AIHA lab for analysis by NIOSH methods. Direct reading instrument may be utilized in addition.

HAZWOPER Medical Surveillance Required **yes** ~~no~~ lead, ZPP

HAZWOPER Training Required **yes** **no**

04003

Miscellaneous Remediation Construction Services

Bunker Hill Mining and Metallurgical Complex Superfund Facility

Task Hazard and Control Requirements Sheet.

Task: Mechanical maintenance and repair, plumbing (if contact with contaminated soil/water), heavy equipment operation (excavators, backhoes, front end loaders, dump trucks, bulldozers, etc.), excavation

Initial Anticipated Hazards: potential contact with lead contaminated media

Initial PPE: Level D or Level D modified

Initial Controls: Dust control; personal hygiene

Initial Exposure Monitoring: initial exposure assessment for lead, dust with samples to be sent to AIHA lab for analysis by NIOSH methods. Direct reading instrument may be utilized in addition.

HAZWOPER Medical Surveillance Required **yes** ~~no~~

HAZWOPER Training Required **yes** ~~no~~

04003
Miscellaneous Remediation Construction Services
Bunker Hill Mining and Metallurgical Complex Superfund Facility

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

SECTION 01355

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

This Section covers prevention of environmental pollution and damage as the result of construction operations under this contract. For the purpose of this specification, environmental pollution, and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for esthetic, cultural, and/or historical purposes. The control of environment pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, and solid waste, as well as other pollutants.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record any problems in complying with laws, regulations, and ordinances, and corrective action taken.

1.2.1 Subcontractors

Assurance of compliance with this Section by subcontractors will be the responsibility of the Contractor.

1.3 NOTIFICATION

When the Contracting Officer notifies the Contractor in writing of any observed noncompliance with Federal, state, or local laws, regulations, or permits, the Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damage allowed to the Contractor for any such suspension.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

This submittal is required only if specified under a specific task order:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G

The environmental protection plan.

1.5 ENVIRONMENTAL PROTECTION PLAN

Any task order may require a separate Environmental Protection Plan (EPP) or addendum to an existing plan. Prior to commencing construction activities or delivery of materials to the site for such task order(s), the Contractor shall submit an EPP for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the EPP as outlined in this section and as supplemented or revised by the task order instructions. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

1.5.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, state, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.5.2 Contents

The environmental protection plan shall include, but shall not be limited to, the following:

- a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
- c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- d. Description of the Contractor's environmental protection personnel training program.

- e. A list of Federal, state and local laws, regulations and permits concerning environmental protection, pollution control, and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
- f. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, state, and local laws and regulations. A Storm Water Pollution Prevention Plan (SWPPP) may be substituted for this plan.
- g. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site.
- h. Traffic control plans. Plan shall include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff.
- i. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.
- j. A Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under state or local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:
 - 1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, state, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.
 - 2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.
 - 3. Training requirements for Contractor's personnel and methods of accomplishing the training.
 - 4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
 - 5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
 - 6. The methods and procedures to be used for expeditious contaminant cleanup.

- k. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction. The Contractor shall attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. The report shall be submitted on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and shall be for the previous quarter (e.g. the first working day of January, April, July, and October). The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic meters (yards) or tons along with the percent that was diverted.
- l. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, state, regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.
- m. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.
- n. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, state, and local laws and regulations for storage and handling of these materials. In accordance with [EM 385-1-1](#), a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated.
- o. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines. If a settling/retention pond is required, the plan shall include the design of the pond including drawings, removal plan, and testing requirements for possible pollutants. If land application will be the method of disposal for the wastewater, the plan shall include a sketch showing the location for land application along with a description of the pretreatment methods to be implemented. If surface discharge will be the method of disposal, a copy of the permit and associated documents shall be included as an attachment prior to discharging the wastewater. If disposal is to a sanitary sewer, the plan shall include documentation that the Waste Water Treatment Plant Operator has approved the flow rate, volume, and type of discharge.
- p. A biological resources and wetlands plan that defines procedures for identifying and protecting biological resources and wetlands known to be on the project site and/or identifies procedures to be followed if biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

q. A historical, archaeological, and cultural resources plan that defines procedures for identifying and protecting historical, archaeological, and cultural resources known to be on the project site and/or identifies procedures to be followed if historical archaeological, and cultural resources, not previously known to be onsite or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

r. A pesticide treatment plan shall be included and updated, as information becomes available. The plan shall include: sequence of treatment, dates, times, locations, pesticide trade name, EPA registration numbers, authorized uses, chemical composition, formulation, original and applied concentration, application rates of active ingredient (i.e. pounds of active ingredient applied), equipment used for application and calibration of equipment. The Contractor is responsible for Federal, state, regional and local pest management record keeping and reporting requirements as well as any additional specific requirements.

1.6 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs:

1.6.1 Protection of Land Resources

The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer except as otherwise specified or indicated. See Paragraph 1.7 for additional requirements relating to protection of trees during excavation in the vicinity of a tree.

1.6.2 Disposal of Garbage

Garbage shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

1.6.3 Refuse Disposal and Cleanup

Refuse shall be defined as debris other than such organic materials as brush or tree stumps.

1.6.3.1 Refuse Disposal

The cost of refuse disposal, such as transportation, handling, dumping fees as applicable, and similar cost, shall be included in the contract price. Refuse shall be disposed of off-site only if approved by the Contracting Officer and shall be done in accordance with all local, state, and Federal rules and regulations, at the Contractor's expense.

1.6.3.2 Fire Hazard

Cloths, cotton waste, and other combustible materials that might constitute a fire hazard shall be placed in closed metal containers and placed outside or destroyed at the end of each day.

1.6.4 Restrictions

The Contractor will not be permitted to deposit refuse in existing garbage cans or refuse dumpsters. Cleaners shall not be poured, drained, or washed into plumbing fixtures or sanitary or storm sewers. Debris, dirt, dust, and stains attributable to or resulting from the work effort shall be removed, cleaned, or effaced by the Contractor to the satisfaction of the Contracting Officer prior to acceptance of the job. Refuse shall not be burned. Burning of vegetation or tree stumps will not be allowed unless the worksite is in an area approved for burning.

1.6.5 Disposal of Chemical or Hazardous Waste

Chemical or hazardous waste shall be stored in corrosion-resistant containers, removed from the work area, and disposed of in accordance with Federal, state, and local regulations.

1.6.6 Disposal of Discarded Materials

Discarded materials, other than those which can be included in the solid waste category, shall be handled as directed.

1.6.7 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

1.6.8 Particulates

Dust particles, aerosols, and gaseous byproducts from construction activities, processing, and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and state allowable limits at all times.

1.7 PROTECTION OF TREES DURING EXCAVATION

Care shall be exercised by the contractor when excavating trenches in the vicinity of trees. Where roots are 2 inches in diameter or greater, the trench shall be excavated by hand and tunneled. When large roots are exposed, they shall be wrapped with a heavy burlap for protection and to prevent drying. Trenches dug by machines adjacent to trees having roots less than 2 inches in diameter shall have the sides hand trimmed making a clean cut of the roots. Trenches having exposed tree roots shall be backfilled within 24 hours unless adequately protected by moist burlap or canvas.

1.8 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

1.9 PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES (1985 JAN OCE):

If, during construction activities, the Contractor observes items that might have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

1.10 RESTORATION OF LANDSCAPE (VEGETATION - SUCH AS TREES, PLANTS, AND GRASS) DAMAGE

All landscape features (vegetation - such as trees, plants, and grass) damaged or destroyed during Contractor operations outside and within the work areas shall be restored to a condition similar to that which existed prior to construction activities unless otherwise indicated on the drawings or in the specifications. This restoration shall be done at no additional cost to the Government. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

Trees shall be replaced in kind with a minimum 102 mm (4-inch) caliper nursery stock. Shrubs, vines, and ground cover shall be replaced in kind; size to be approved by the Contracting Officer.

All plant material shall meet specifications outlined in ANSI Z60.1 - current publication, "American Standard for Nursery Stock."

Grass areas shall be replaced in kind by sodding or seeding. Sod shall be required in all regularly maintained lawn areas and shall be installed according to American Sod Producers Association Guideline Specifications to Sodding.

Grass seeding shall be installed on a minimum 2-inch topsoil and as recommended by the local county extension service.

PARTS 2 AND 3 NOT USED

END OF SECTION

04003
Miscellaneous Remediation Construction Services
Bunker Hill Mining and Metallurgical Complex Superfund Facility

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SECTION 01450

CHEMICAL DATA QUALITY MANAGEMENT SPECIFICATIONS

SUMMARY

This section provides specifications for Environmental Data Quality Management for sampling and analysis associated with characterization of backfill material (growth media, gravels) and associated quality control samples for this contract. This section delineates the responsibilities and procedures for all sampling and analytical activities to assure that the data obtained is of sufficient quality to meet intended uses. This section also provides guidance in the preparation of the Contractors Sampling and Analysis Plan (SAP). The SAP shall be composed of a Field Sampling Plan (FSP) and a Quality Assurance Project Plan (QAPP). The SAP shall include detailed plans for sampling, analysis, and chemical quality control (QC) activities. Turn-around time (TAT) for laboratory results must allow the Contractor to make determinations regarding the suitability of material prior to utilization as backfill. If the Contractor chooses to make suitability decisions based on preliminary data, all costs associated with replacing material later found to be unsuitable will be the responsibility of the contractor. The SAP should be updated by issuance of variances on a real-time basis. Whenever, a significant number of variances have been issued as determined by the Contracting Officer (CO), the SAP shall be revised and issued as an updated version.

Note: All deficiencies identified in comments provided to the Contractor by the Contracting Officer (CO) must be resolved to the satisfaction of the Government within 30 calendar days of receipt of comments and prior to the start of field work for any task orders involving sampling and analysis. Multiple cycles of review and comment may be required as necessary to complete revisions to the SAP to meet the requirements of this contract. This work will be performed at no additional expense to the Government.

PART 1 - GENERAL

1.1 REFERENCE PUBLICATIONS

1.1.1 U.S. ENVIRONMENTAL PROTECTION AGENCY (USEPA)

EPA SW-846	<i>Test Methods for Evaluating Solid Waste</i> , Third Edition (Update III), December 1996. http://www.epa.gov/epaoswer/hazwaste/test/8xxx.htm
EPA QA/R-5	<i>EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations</i> , Draft Final, October 1997. http://www.epa.gov/quality/qs-docs/r5-final.pdf
EPA UFP-QAPP	<i>Uniform Federal Policy for Quality Assurance Project Plans, Part 1: QAPP Manual</i> , Review Draft Version 1 (August 2003) http://www.epa.gov/swerfrr/pdf/ufp_qapp_manual_aug_2003.pdf <i>Uniform Federal Policy for Quality Assurance Project Plans, Part 2A: UFP – QAPP Workbook</i> , , Review Draft Version 1 (August 2003) http://www.epa.gov/swerfrr/pdf/qapp_workbook_aug_2003.pdf

Uniform Federal Policy for Quality Assurance Project Plans, Part 2B: Quality Assurance/Quality Control Compendium: Minimum QA/QC Activities, Review Draft Version 1 (August 2003)
http://www.epa.gov/swerfftr/pdf/qa_qc_compendium_august_2003.pdf

- [EPA QA/G-4](#) *EPA Guidance for the Data Quality Objectives Process, EPA/600/R-96/055, Final, September 1994.*
<http://www.epa.gov/quality/qs-docs/g4-final.pdf>
- [EPA QA/G-5](#) *EPA Guidance for Quality Assurance Project Plans, EPA/600/R-98/018, Final, February 1998.*
<http://www.epa.gov/quality/qs-docs/g5-final.pdf>
- [EPA540/R-94/013](#) *EPA Contract Laboratory Program National Functional Guidelines for Inorganic Data Review. February 1994.*
<http://www.epa.gov/region09/qa/fginorg.pdf>
- [CLU-IN](#) EPA Technology Innovation Office, Hazardous Waste Cleanup Information, Characterization and Monitoring Technology Tools Web Site.
http://www.clu-in.com/char1_tech.cfm
- [EPA/ROD/R10-92/041](#) *Record of Decision for Bunker Hill Mining and Metallurgical Complex, September 1992.*
<http://www.epa.gov/superfund/sites/rodsites/1000195.htm> -
[10001951992ROD041rodinfo](http://www.epa.gov/superfund/sites/rodsites/10001951992ROD041rodinfo)

1.1.2 U. S. ARMY CORPS OF ENGINEERS (USACE)

- [EM 200-1-3](#) Requirements for the Preparation of Sampling and Analysis Plans, September 1994.
<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em200-1-3/toc.htm>
- [EM 200-1-1](#) *Requirements for Contract Laboratory Validation, July, 1994.*
<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em200-1-1/toc.htm>
- [EM 200-1-6](#) *Chemical Quality Assurance for HTRW Projects, October 1997.*
<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em200-1-6/toc.htm>
- [ER-110-1-263](#) *Engineering and Design Chemical Data Quality Management for Hazardous Waste Remedial Activities, December 1997.*
<http://www.usace.army.mil/inet/usace-docs/eng-regs/er110-1-263/toc.htm>

1.1.3 PANHANDLE HEALTH DISTRICT

Panhandle Health District Institutional Controls Program Data Quality Objectives for Sampling, November 1997, prepared by TerraGraphics Engineering, Inc.

Panhandle Health District Institutional Controls Program Sampling Plan for Soil Piles and Excavations, November 1997, prepared by TerraGraphics Engineering, Inc.

Panhandle Health District Institutional Controls Program Sampling Plan for Gravel Sources, November 1997, prepared by TerraGraphics Engineering, Inc.

1.1.4 OTHER

Best Practices for the Detection and Deterrence of Laboratory Fraud (Version 1.0), California Military Environmental Coordination Committee (CMECC) Chemical Data Quality/Cost Reduction Process Action Team, March 1997.

<http://www.epa.gov/region09/qa/labfraud.pdf>

Field Analytical Measurement Technologies, Applications and Selection, California Military Environmental Coordination Committee (CMECC) Chemical Data Quality/Cost Reduction Process Action Team, April 1996

<http://www.epa.gov/region09/qa/measure-technol.pdf>

<http://www.epa.gov/region09/qa/mt-appendixa.pdf>

<http://www.epa.gov/region09/qa/mt-appendixb.pdf>

<http://www.epa.gov/region09/qa/mt-appendixc-e.pdf>

Residential Areas Annual Remedial Action Work Plan, Sampling and Analysis Plan Appendix B, 1994, Upstream Mining Group.

1.2 ACRONYMS

The definition of acronyms used by the Contractor that pertain to chemical data quality control shall be clearly defined for all contract related products and communications.

1.3 MEASUREMENT AND PAYMENT

Separate payment will not be made for providing and maintaining the chemical data quality requirements including the chemical data quality management, chemical data validation, minimum chemical data reporting requirements, and chemical data quality submittal requirements; these costs shall be included in the applicable unit prices or lump sum prices contained in the bidding schedule.

1.4 CHEMISTRY REQUIREMENTS

1.4.1 Project Background

The work to be completed through this contract will be associated with miscellaneous remediation requirements within the Bunker Hill Mining and Metallurgical Complex Superfund Facility. The facility includes mining contaminated areas in the Coeur d'Alene river corridor, adjacent floodplains, downstream water bodies, tributary,

and fill areas as well as the 21 square mile Bunker Hill “Box” located in the areas surrounding the historic smelting operations. Site contaminants are primarily metals. Lead and arsenic pose potential human health risks. Lead, cadmium and zinc are potential ecological risk drivers.

Principle work elements may include but are not limited to remediation services such as the following:

- Management of tailings piles
- Capping of surface soils
- Dust control
- Slope stabilization
- Bank stabilization
- Access control
- Disposal of contaminated soils
- Surface water management
- Road and culvert repair
- Other associated temporary measures for public protection.

The geographic area that this contract covers shall be generally the area defined as the Bunker Hill Mining and Metallurgical Complex Superfund Site (Bunker Hill). The Bunker Hill Site OU3 Record of Decision (ROD) dated September 2002 defines operable units (OUS) within the area:

- Populated areas of the Bunker Hill Box (OU1)
- Non-populated areas of the Box (OU2)
- Mining related contamination in the Coeur d’Alene Basin (OU3)

For this contract, the geographic areas in Idaho extend north to Canada, east to Montana, and south to the county line between Kootenai and Benewah counties and the St. Joe River (Idaho). Some work may be required on the Washington portion of the Superfund Site. This includes the depositional areas of the Spokane River from the Washington/Idaho boarder to the City of Spokane.

1.4.2 Project Quality Objectives (PQOs). General descriptions of the PQO for the Institutional Controls Program have been prepared. They are documented as data quality objectives by TerraGraphics Environmental Engineering, Inc. (November 1997). The project-specific Sampling and Analysis Plan should follow this general guidance as well as PQO guidance found in EPA’s UFP-QAPP documents.

1.4.3 Sampling, Analysis and Measurement. The following sections describe the sampling frequency, and general procedures for each sample type and matrix. Sampling Requirements are summarized in Table 1-1. Analytical method selected for this work must be capable of supporting the PQOs and have defined and demonstratable method quality objectives (MQOs). MQOs for fixed based analysis are listed in Tables 1-2 and 1-3. Field-based analyses such as Method 6200 may be employed by the Contractor. However, the Contractor must demonstrate through the development of appropriate method quality objectives that the field based method can support the project-specific decisions. MQOs for any field-based methods must also be incorporated into the SAP. Selection tools for field-based technologies can be found on the EPA CLU-IN we site and the CMECC manual *Field Analytical Measurement Technologies, Applications and Selection*.

1.4.3.1 Sample Preparation. Soil and fill material are heterogeneous. Although compositing is helpful in obtaining a sample that is representative of source material, homogenization is necessary in order to attain results that are representative and repeatable. The following homogenization procedures will be followed for all backfill material:

A – The as-received bulk sample will be placed into a dry and clean stainless steel pan and dried at 60°C. Water content will not be determined.

B – The dried material will be disaggregated by screening through a U.S. Standard No. 10 sieve. Large clods will be broken by hand. Material not passing through a No. 10 sieve will be discarded. The technician will wear a clean pair of powder-free gloves during this process.

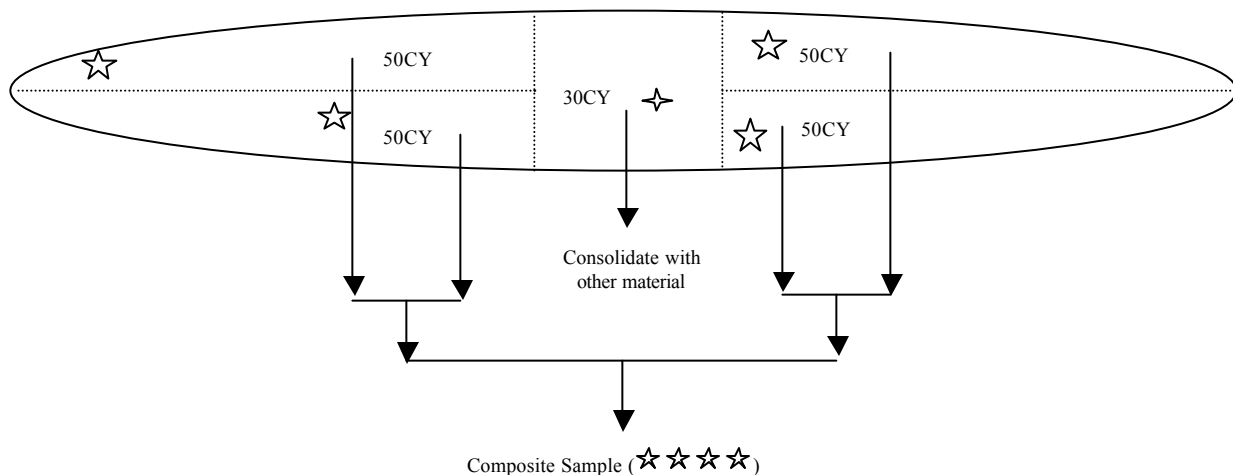
C – The material will be split with a riffle-splitter to form two subsamples weighing approximately one kilogram each. Any excess material may be discarded.

D – One of the samples obtained during this step will be labeled and archived.

E – The other sample will be screened through a U.S. Standard No. 80 sieve. The material passing through the sieve will form the analytical subsample. Material retained in the sieve will be discarded.

1.4.3.2 Growth Media Samples. Four-point composite samples shall be collected from piles of material (top soil or garden soil) to be used to backfill excavations. Each composite sample shall represent a volume of soil up to 200 cubic yards. Subsamples (★) shall represent not more than 50 cubic yards each. Small amounts of residual material (✦) should be consolidated into other piles in order to minimize the amount of testing required per cubic yard.

Example: 230 CY Stockpile



To sample a soil pile, collect subsamples from random locations in the subsection. At each location the sampler should dig a shallow hole approximately 12 inches deep to expose fresh material. Equal amounts of soil should be collected from each subsample location and placed in the sample bag, for a total sample volume of about 1 quart.

1.4.3.3 Gravel Samples. Composite samples will be collected from rock/gravel sources. Composite samples consist of subsamples from different areas of the rock pile; the subsamples are mixed together to form a single sample for each pile. One composite sample should be collected for every 200 cubic yards of gravel. If a pile contains rock from more than one source, rock representative of each source should be sampled separately. Changes in color or appearance may help indicate rock of different type or from different areas.

To sample a rock pile, collect four subsamples from random locations on the pile. At each subsample location the sampler should dig a shallow hole approximately 12 inches deep into the pile to expose fresh material. The same amount of material should be collected from each subsample location, for a total composite sample volume of about 1/2 gallon.

Gravel from rock crushing operations can be sampled from the end of the conveyor belt. One composite for every 200 cubic yards should be collected. The composite samples will consist of four subsamples collected at 50 cubic yard intervals; i.e., the sampler can grab a subsample from the conveyor belt for each 50 cubic yards that passes.

1.5 QUALITY ASSURANCE ELEMENTS

The Contractor shall be responsible for the following quality assurance elements necessary to monitor and ensure the quality of chemical data. These elements shall incorporate the general guidance found in *Best Practices for the Detection and Deterrence of Laboratory Fraud*.

1.5.1 Laboratory Certification/Validation Requirements. The Contractor shall propose the minimum number of laboratories that can attain or have attained USACE validation in accordance with EM 200-1-1 or NELAP certification consistent with contract required chemical data quality. The Contractor shall identify all proposed project laboratories no later than the coordination meeting. If a proposed analytical laboratory cannot meet specified analytical requirements or achieve the required validation or certification, the Contractor shall select another laboratory. The laboratory's certifications/validations shall be provided in the QAPP.

1.5.2 Single or Double Blind Performance Evaluation Samples. The Contractor shall submit certified soil performance evaluation (PE) samples. The PE samples shall contain all of the site-specific contaminants of concern at or below the action levels. One sample shall be submitted during the first week of analysis so that the Contractor can assess the quality of the data. If review of analytical data indicates results outside of the PE vendor's acceptance criteria or generally acceptable criteria (recovery limits of 60 to 140 percent), a Corrective Action Request (CAR) will be issued to the laboratory. The Contractor shall investigate and satisfactorily resolved the discrepancy with the active participation of the analytical laboratory and the USACE Project Chemist. As part of the resolution, the laboratory must complete its own corrective action investigation in compliance with its approved Laboratory Quality Assurance Plan. Corrective action effectiveness will be verified by the analysis of a second PE sample. Guidance, criteria, procedures and tools for utilization of PE samples shall follow EM 200-1-7. The Contractor shall supply the vendor's acceptance limit documentation to the USACE Project Chemist for approval prior to PE sample analysis.

1.5.3 Data Verification. The Contractor shall be responsible for verification of 100% of laboratory results. Data verification is a completeness check that is performed before the data review process continues in order to determine whether the required information (the complete data package) is available for further review. It applies to both hard-copy and electronic deliverables.

1.5.4 Data Validation. The Contractor shall be responsible for assuring the performance of cursory validation of 100% of the data in accordance with EPA540/R-94/013 and Table 1-4. Data will be validated by an independent third party, i.e., someone unassociated and without any interest with the laboratory.

1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Sampling and Analysis Plan; G

The SAP including the Field Sampling Plan (FSP) and the Quality Assurance Project Plan (QAPP), no later than 30 days after receipt of notice to proceed.

Project Staff Qualifications; G

No later than 30 days after notice to proceed, the Contractor shall submit resume(s) demonstrating that the project Chemist possesses all required qualifications (see section 1.7).

SD-06 Test Reports

Quality Control Summary Report (QCSR); G

A QCSR shall be provided to the USACE Project Chemist at the end of each construction season. Each QCSR shall be labeled with the applicable sampling dates, contract number, field sample I.D.s, borrow source(s), project name and location.

Chemistry Data Package; G

The chemistry data packages shall be provided to the USACE Project Chemist as an attachment to the QCSR.

Data Validation Report; G

A Data Validation Report shall be provided to the USACE Project Chemist as an attachment to the QCSR on a monthly basis. Data Validation Reports shall not lag behind submittal of the associated chemistry data package by more than 1 week. Each report shall be labeled with the contract number, field sample I.D.s, project name and location.

Backfill Certification; G

The Contractor shall supply a letter certifying that backfill material does not contain any compounds hazardous to human health or the environment. At a minimum, samples must satisfy the following requirements:

a. Individual Composite results

Lead < 150 ppm
Arsenic < 35 ppm
Cadmium < 5 ppm

b. Mean Sample Results

The arithmetic mean of all like samples (soil, gravel, etc.) calculated by construction season, must not exceed 100 ppm for lead.

c. Certification of Backfill Material

Backfill material shall not contain metals and/or other toxics (including TPH) at concentrations that exceed beneficial use standards for residential areas, or are otherwise regulated as waste products. It is the Contractor's responsibility to assure that these requirements are met and that the Corps is provided with a profile of the material prior to placement on site. The profile will be obtained from a sample representative of the source. The sample will be analyzed for VOCs SVOCs pesticides, PCBs, metals and TPH by appropriate methodology. This information shall be delivered to the USACE PM as part of the material certification prior to delivery of any growth media or borrow material. Additional testing requirements for tests of backfill can be found in Section 02910.

Special requirements for borrow sources:

Borrow source area(s) must have an approved Phase I Site Assessment, which documents that activities occurring on the site have not caused contamination at levels of concern to human health or the environment.

1.7 QUALIFICATIONS

1.7.1 Quality Assurance Officer. As a minimum, the Contractor's Quality Control Officer shall have 5 years of experience related to investigations, studies, design and remedial actions at HTRW sites; and 4 field seasons (or one continuous calendar year experience) in calibration and operation of various field monitoring devices as well as standard analytical chemistry methods common for analyzing soil, water, air and other materials for chemical contamination assessment, including hazardous waste manifesting. The Quality Assurance Officer shall ensure that all chemistry related objectives including responsibilities for PQO's, sampling and analysis, project requirements for data documentation and validation, and final project reports are attained. The Quality Assurance Officer need not be present onsite during routine sampling, but shall be available for consultation with Government and Contractor personnel.

1.7.2 Project Chemist. As part of the project organization, the Contractor shall appoint a Project Chemist. The Project Chemist must have knowledge of environmental analytical chemistry methodologies as described in EPA SW-846, and quality control procedures as applicable to environmental analytical chemistry.

The Project Chemist shall have, as a minimum, the following qualifications:

- a. A minimum of a 4-year college degree in Chemistry from an accredited post-secondary institution.
- b. A minimum of four years of combined professional experience at the level of a commercial environmental analytical laboratory or working as a part of a Contractor project management team of which a minimum of 1-2 years must be directly related to environmental investigations and/or remedial actions as a part of a Contractor management team (i.e. not primarily employed at a laboratory).

The Project Chemist will be expected to have a "hands on" role in management of project tasks associated with sampling and analysis including preparation of the Sampling and Analysis Plans, instruction of field personnel in sampling and preservation requirements, general oversight of field personnel involved in sampling activities, coordination with the analytical laboratory to insure readiness to implement project specific requirements, review of analytical data as it becomes available to insure conformance with quality standards, implementation of corrective actions in accordance with these specifications when review of data uncovers deficiencies, and serve as a point of contact for the Contracting Officer for issues related to environmental chemistry. The Chemist shall conduct or oversee all onsite analytical testing including field-screening tests. The Project Chemist shall coordinate Government Quality Assurance testing that verifies the Contractor chemical data. The Chemist shall review and verify all chemical data for hazardous waste manifests. The Chemist shall also prepare all data validation reports or review for accuracy all data validation reports prepared by subcontractors. The Project Chemist will perform an inspection of the Contract Laboratory at or near the beginning of sample analyses for each task order to insure laboratory capability to implement method and contract specified aspects of work. Method specific checklists presented in USACE EM 200-1-1 or equivalent in conjunction with the contract specifications and the final SAP shall be used as the basis for this inspection. Findings of this inspection shall be delivered by memorandum to the Contracting Officer within 15 days of completion. Inspection checklists shall be included as an attachment to the memorandum of findings. This review of the Contract Laboratory may be conducted concurrently with a project kickoff meeting, preparatory, or initial inspection. The Project Chemist shall be employed or subcontracted by the Contractor and shall not be employed by a laboratory performing analyses for this contract. If it is necessary to assign a new project chemist during the project lifetime, the government will be notified in advance and provided with a current resume for the chemist.

Note: If the same laboratory is used for multiple task orders a complete technical systems review will not be required for concurrent task orders. However, if new analyses are performed for which the Project Chemist has not performed an assessment of laboratory capability to execute the requirements of the SAP, a technical systems review will be required for those analyses. At a minimum a technical audit of the laboratory will be performed on an annual basis and whenever required as a function of deficiencies in laboratory performance.

1.7.3 Environmental Sampler. As a minimum, the Contractor's Environmental Sampler shall have 5 years of experience in and knowledge of EPA methods for collecting environmental and hazardous waste samples including operation of field screening equipment (e.g. FPXRF, personal samplers); and 2 field seasons of experience with the particular field screening techniques for use on this project. The Environmental Sampler shall collect all onsite samples and perform all field screening tests. The Environmental Sampler shall review the sampling results, and provide recommendations for the Contractor's sampling program. The Environmental Sampler shall be onsite during excavation and stockpiling operations involving contaminated soil or soil to be checked for contamination.

1.8 COORDINATION MEETINGS

After the preconstruction conference, before any sampling or testing, the Contractor and the Contracting Officer will meet to discuss the CQC Plan and the SAP. The coordination meeting will be simultaneous to any CQC coordination meeting required in Section 01451 CONTRACTOR QUALITY CONTROL unless otherwise indicated or directed. A list of definable features that involve chemical measurements shall be agreed upon. At a minimum, each matrix (soil, water, air, containerized wastes, radioactive wastes, instrumental chemical parameter measurement, etc.) shall be a definable work feature. Management of the chemical data quality system including PQOs, project submittals, chemical data documentation, chemical data assessment, required sampling and analysis protocols, and minimum data reporting requirements shall be agreed upon. The meeting will serve to establish an interrelationship between the Contractor's chemical data quality management and Government chemical quality

assurance requirements. The Contractor's project chemist and QA officer shall be present at these meetings unless otherwise approved by the Contracting Officer. Minutes of the meeting will be documented by the Government and shall be signed by both the Contractor and the Contracting Officer. The minutes will include any or all unresolved chemical issues along with the conditions for resolution and will become a part of the contract file.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor shall be responsible for chemical sample acquisition, sample analysis, instrumental measurements of chemical parameters and for chemical data quality control. An effective chemical data quality control system shall be established that meets the requirements for the chemical measurements applicable to the project. The system shall cover chemical measurements pertaining to and required for Contractor and subcontractor produced chemical data. The Contractor shall control field screening, sampling, and testing in conjunction with remedial activities to meet all PQO's; minimize the amount of excavated material requiring temporary storage; prevent dilution of contaminated soils with clean soils; and ensure completion of work within the required time.

3.2 QUALITY CONTROL PLAN

3.2.1 Additional Requirements. In addition to the quality control requirements specified in Section 01451 CONTRACTOR QUALITY CONTROL, the CQC Plan shall incorporate the qualifications, authority and responsibilities of all chemical quality management and support personnel. Chemical measurements including sampling and/or chemical parameter measurement will not be permitted to begin until after production and acceptance of the CQC Plan, and Government approval of the SAP.

3.2.2 Chemistry Elements of the CQC Plan. To cover contract related chemical measurements by the Contractor and all subcontractors, the CQC Plan shall include the following as a minimum.

3.2.2.1 Qualifications. Names, education, experience qualifications, authorities, and decision-making responsibilities of all chemical quality management and support personnel. The CQC Plan shall contain a copy of a letter from the project QC manager designating and authorizing a Chemical Quality Control Officer and chemical quality control organization staff.

3.2.2.2 Authority and Responsibility. A diagram, flow chart, or figure clearly depicting the chemical data quality management and support staff and the authority and responsibility of each for chemical sampling and analysis, procedures for corrective actions, deliverables and submittals, deviations and changes, chemical quality documentation, data validation, minimum data reporting requirements, and method quality objectives for chemical parameter measurement by the Contractor and subcontractors. The contents of this section of the CQC Plan shall be included in the applicable "Project Organization" elements of the FSP and the QAPP.

3.3 SAMPLING AND ANALYSIS PLAN

The SAP shall contain two distinct elements: FSP and QAPP. Sections of the FSP and QAPP may be cross-referenced. The SAP shall confirm the Contractor's understanding of the contract requirements for chemical data quality control, and shall describe procedures for field sampling and sample submittal for analysis, field chemical parameter measurement, data documentation, data assessment and data reporting requirements. The SAP shall delineate the methods the Contractor intends to use to accomplish the chemical quality control items to assure accurate, precise, representative, complete, legally defensible and comparable data. The SAP shall describe all chemical parameter measurements for all matrices for all phases of the remediation contract. As a single interrelated document, the SAP shall be provided to field and laboratory personnel. The sampling protocols in the SAP written for this contract should be consistent with those utilized by the Upstream Mining Group for testing borrow sources (*Residential Areas Annual Remedial Action Work Plan*) and the *Panhandle Health District Institutional Controls Program Sampling Plans for Soil Piles and Excavations and Gravel Sources*.

The Contractor may propose original/innovative approaches to chemical parameter measurements for cost reduction and remediation efficiency by abbreviated sampling, contingency sampling and/or contingency analysis, indicator or tracer analysis, onsite analytical services, equivalency or screening methods. The SAP shall clearly identify the Contractor obtained laboratories. The Contractor shall furnish copies of the Government approved SAP to all laboratories and the Contractor's field sampling crew. The SAP shall address all levels of the investigation with enough detail to become a document which may be used as an audit guide for field and laboratory work. Execution of field work must be described in SOPs with are included in the FSP and laboratory SOPs must be reviewed by the contractors chemist prior to selection of a laboratory. and EM 200-1-3 (Table 3-1) for the FSP.

3.3.1 Quality Assurance Project Plan. The QAPP shall contain necessary technical detail and direction for field and laboratory personnel to understand project sample analysis, quality control and data reporting requirements, analytical methods, required detection limits, QC requirements, and data validation and reporting requirements. Format requirements for the QAPP can be found in the UFP-QAPP Manual Part 1 (Table 1).

3.3.2 Field Sampling Plan. The FSP shall contain necessary technical detail and direction for the field personnel to understand sampling and field measurement requirements. The FSP shall provide a comprehensive description and full detail for personnel to perform all onsite activities required to attain PQOs, including: locations of samples, sampling procedures for onsite and offsite chemical analysis, summaries of analyses to be performed on samples, shipment of samples for offsite analyses, performance of onsite and offsite instrumental parameter measurements, data documentation and reporting requirements. Format requirements for the FSP can be found in EM 200-1-3 (Table 3-1).

3.4 ANALYTICAL DATA PACKAGES

The analytical data packages shall be provided to the Contracting Officer with the data validation report. The original, signed copy of the laboratory deliverable shall be delivered to the Corps. The following sections describe the requirements for analytical data packages.

3.4.1 Format for the Comprehensive Certificates of Analysis

- A. The "Cooler Receipt Form" shall be completed by the Contract Laboratory documenting sample conditions on arrival at the laboratory. Original copies of cooler receipt forms as well as original copies of chain of custody forms shall be provided with certificates of analysis. Examples of both forms shall be provided in the QAPP.

- B. For each analytical method the Contract Laboratory shall report all analytes as a detected concentration or as less than the PQL. All samples with out of control spike recoveries being attributed to matrix interference will be designated as such. All soil samples will be reported on a dry weight basis with the percent moisture reported for each sample. Dilution factors, date of extraction, date of analysis, and practical quantitation limits shall be reported for each analyte and method.
- C. Reports of method blanks shall include all analytes for each analytical method. Analytical results for each sample shall be clearly associated with a particular method blank. Any detected concentration found in method blanks shall be reported. Reports of concentrations below the PQL are necessary to evaluate low level determinations of target compounds in samples.
- D. Surrogate spike recoveries shall be reported for all applicable methods. The report shall also specify the control limits for surrogate recoveries. Any out-of-control recoveries shall result in the sample being rerun once. If subsequent analyses result in out of control recoveries both results shall be reported and the data flagged.
- E. MS/MSD recoveries shall be reported for all analyses. All sample results shall be designated as corresponding to a particular set of MS/MSD analyses. MS/MSD analyses not meeting quality control criteria specified in the QAPP shall be rerun once. If subsequent analyses result in out of control recoveries both results shall be reported and the data flagged. Only samples from this project shall be used for MS/MSD analyses. (The Contract Laboratory shall not use samples from other projects for MS/MSD analyses.) The report shall also specify control limits for spike recoveries and RPD for each spiked analyte.
- F. Results for laboratory duplicates shall be reported with RPD limits for duplicate analyses.
- G. LCS results shall be reported with control limits for LCS analyses. Analytical results for each sample shall be clearly associated with a particular LCS sample.
- H. Results of initial and continuing calibration analyses for all analyses shall be included in the data package. Continuing calibration results shall be organized such that sample results shall be clearly correlated with the calibration check samples that bracket the sample results. Injection records for all sample analyses shall be included with the calibration data. Summaries of calibration data should be provided as a CLP Form VI and VII or equivalent for organic analyses and Form II modified for SW-846 analyses for inorganic analyses. (Note: Copied pages of handwritten laboratory notebooks will be unacceptable to fulfill the requirements of these specifications.)
- I. The Contract Laboratory shall prepare a summary of all samples with detected concentrations of target compounds indexed by method and by sample ID.
- J. The Contract Laboratory shall prepare a summary of all surrogate recoveries for organic analyses for each applicable method with the acceptable recovery range clearly indicated. This summary shall be performed for all samples for each analytical method involving surrogate spikes.

- K. The Contract Laboratory shall prepare a summary of all Matrix Spike/Matrix Spike Duplicate analyses for each applicable method indicating acceptable recovery ranges and QC acceptance criteria for RPD.
- L. The Contract Laboratory shall prepare a summary of all laboratory and field duplicates with QC acceptance criteria for RPD clearly indicated.
- M. The comprehensive certificate of analysis shall contain a narrative section identifying samples not meeting quality control criteria and any other out of control condition. The narrative shall describe the corrective action taken. If "matrix effects" are invoked as a cause for out of control recoveries a subsection of the narrative shall present a detailed justification for this assertion to include a summary of all relevant quality control data.
- N. Chromatographs for all fuels analyses (detects and non-detects) presented at an attenuation where features of the chromatography are clearly visible shall be submitted for all projects involving fuels analyses by gas chromatography. Chromatographs of standards used for identification of fuels must also be included in the data package.
- O. All data for analyses during the period covered by the comprehensive certificate of analysis shall be included as an appendix to the comprehensive report. This data shall be presented on numbered pages with an index or table of contents describing the contents of the appendix.

3.5 CONTROL OF CHEMICAL DATA QUALITY

Contractor chemical data quality control shall ensure that a quality control program is in place that assures sampling and analytical activities and the resulting chemical parameter measurement data comply with the PQOs and the requirements of the SAP. USACE guidance on chemical data quality control can be found in EM 200-1-6 and ER 1110-1-263. These requirements are reflected in Tables 1-1 to 1-4.

The Contractor shall utilize the three-phase control system that includes a preparatory, initial and follow-up phase for each definable feature of work. The Contractor's three-phase chemical control process shall ensure that data reporting requirements are achieved and shall be implemented according to Section 01451 CONTRACTOR QUALITY CONTROL. The three-phase chemical data control process shall be combined with that under Section 01451 CONTRACTOR QUALITY CONTROL.

3.6 ANALYTICAL TESTING LABORATORIES

The Contractor shall propose the analytical laboratories to be used for sample analysis. Laboratory validation requirements shall be in accordance with paragraph LABORATORY VALIDATION REQUIREMENTS. The Contractor may utilize its own laboratory or subcontract laboratories to perform analytical services.

3.6.1 Laboratory Analytical Requirements. The Contractor shall provide chemical analyses that meet the PQOs. EPA SW-846 methods are generally employed for environmental samples. However, performance-based or field-based analytical methods are also acceptable provided that it can be demonstrated that the PQO are satisfied. Guidance in the USACE Shell (EM 200-1-3) shall be applied to the execution of analytical methods. If there is sufficient evidence to warrant deviation from the Shell based on PQOs, method adaptation may be employed with the approval of the USACE CO.

3.6.2 Laboratory Performance. The Contractor shall provide continued acceptable analytical performance and shall establish a procedure to address data deficiencies noted by validation of The Contractor shall provide and implement a mechanism for providing analytical labs with the SAP or QAPP portion of the SAP, for monitoring the lab's performance and for performing corrective action procedures. The Contractor shall acquire analytical services with additional laboratories in the event that the project lab is disqualified through poor performance or loss of applicable certification/validation.

3.7 QUALITY CONTROL SUMMARY REPORT (QCSR)

A Quality Control Summary Reports shall be prepared for each task order for this contract. Issues covered in this report shall include the quality control practices employed in execution of the contract and a discussion of all data points, which may have been compromised, and their impact on the Data Quality Objectives or remedial decisions. Normally the QCSR would be prepared at the end of a project. For task orders incorporating field work involving sampling and analysis extending beyond thirty calendar days one QCSR shall be prepared for field season. The QCSR shall be received by the CO within 30 calendar days of the completion of analyses for that field season. The QAPP shall acknowledge this requirement and describe the content of this report as detailed in these specifications. If the QCSR is unacceptable relative to the requirements of these specifications the Contractor shall revise the document to the satisfaction of the Government within 15 days of receipt of comments from the Contracting Officer. The QCSR shall be prepared according to the following outline:

3.7.1 Project Scope. This section will address the sampling and field events covered by the QCSR.

3.7.2 Project Description. This section shall describe the site background and investigation strategy.

3.7.3 Sampling Procedures. This section shall focus on deviations from planned activities and any field work variances to be listed in an Appendix.

3.7.4 Quality Control Activities. The following information will be provided: numbers / types of QC samples collected, discussion of QC problems encountered, and discussion field and laboratory quality control activities. This section should focus on the rationale and documentation for any deviations from planned activities. The Contractor shall include summaries of field and laboratory oversight activities, provide a discussion of the reliability of the data, discuss QC problems encountered, and a summary of the evaluation of data quality for each analysis and matrix as indicated by the laboratory QC data and any other relevant findings.

3.7.5 Analytical Procedures. The analytical and preparation procedures used will be briefly described.

3.7.6 Chemical Data Quality Assessment

- A. Summary Data Quality Assessment (assessment of data based on project PQOs)
 - Field Duplicate Result Table
 - Detected Analyte Table (Hits Only)
 - Results Table (all analytical results)
 - Rejected Results Table

Only validated data will be presented in the QCSR and final reports. This section will include a presentation and evaluation of the data to include an overall assessment of the quality of the data for each method and matrix. The discussion should include qualitative and quantitative

assessments of completeness as described in this document. Results for field duplicates shall be discussed in the qualitative description of completeness.

The Contractor shall describe statistical procedures used in the assessment of data. The Contractor shall discuss any results reflecting significant deviations.

B. Completeness Summary (analytical, contract compliance, technical, and field sampling completeness)

The contract specification requires the calculation of acceptable sample results to all sample results. This doesn't account for estimated results that may still be useable for project decision making. Thus in the revised TERC document four calculations of completeness are requested.

$$\text{Contract Completeness} = \frac{\text{\# contract compliant results}}{\text{\# results reported}} \times 100$$

$$\text{Analytical Completeness} = \frac{\text{\# unqualified results}}{\text{\# results reported}} \times 100$$

$$\text{Technical Completeness} = \frac{\text{\# useable results}^{\dagger}}{\text{\# results reported}} \times 100$$

$$\text{Field Sampling Completeness} = \frac{\text{\# samples collected}}{\text{\# samples planned}} \times 100$$

Field sampling completeness must be calculated separately for each field QC element.

[†] Estimated results considered as useable for project decision making

The minimum goals for completeness are as follows: 1) Contract = 100%, 2) Analytical = 90% or greater, 3) Technical = 95% or greater, and 4) Field = 100% or greater. The goal for holding times is 100%. Estimated results are treated as usable results for technical completeness. These are considered minimum goals; however, if based on PQOs different goals are established they will be presented in the site-specific SAP.

A completeness summary will be provided in tabular and graphical format presenting the relevant analyses, the total number of samples analyzed for each method, the number of samples qualified for any reason, the number of samples associated with contract compliance failure, the determination of "analytical completeness" (determined relative to the number of samples qualified for any reason), and "contract compliance completeness" (determined relative to the number of samples qualified for contract compliance failure). Routinely, the value reported for "contract compliance completeness" should be at or near 100% while the value reported for "analytical completeness" may be less than that as a function of matrix effects. Each metal and organic compound is considered a separate analytical parameter rather than considering all of the analytes or compounds in a single analytical category for the purpose of calculating completeness. A single number for completeness in each category for each analysis will be presented to describe the overall data quality. A complete sample will be considered a sample for which all QC parameters are within acceptable limits. Contractual QC elements include: holding time, calibration, laboratory blanks, LCS, MS/MSD, surrogates, etc.). Analytical QC elements include the contractual QC elements and the defined elements that were reviewed and qualified,

as defined in the QAPP. There will be overlap between the contractual and analytical QC elements.

3.7.7 Conclusions and Recommendations. Qualified Results Summary Chart and Completeness Summary Chart. A summary of field or analytical procedures that could be changed or modified to better characterize chemical contamination in future work efforts at sites covered by the contract.

3.7.8 References. This section will provide those references (project and guidance) used to review the data..

3.7.9 Appendices. Data Validation Report, Data Qualifier Definitions, and Field Work Variance

All internal QC data (splits, duplicates, etc.) generated during the course of the project must be included in the QCSR. The QC data presentation shall include tabular summaries correlating sample identifiers with all blank results, matrix spike results (MS/MSD or MS as appropriate), surrogate results, duplicate results (MS/MSD or S/SD as appropriate), LCS results, and batch identifiers. Calibration data shall be included in this summary whenever the results exceed the limits of acceptability. The quantitative description of completeness will be performed by considering aspects related to data quality and to contract compliance.

Where sample results are negatively impacted by adverse quality control criteria the QCSR shall contain a list of the affected sample results for each analyte (indexed by method and matrix) including the appropriate data qualifier flag (J, UJ, R, etc.) Data flags and conventions for flagging of data shall be consistent with those described in the SAP. In order to compile this summary all quality control data, including calibration results, must be reviewed following the conventions specified in tables to be included in the SAP. Content requirements for these tables of data validation conventions and qualifiers are described in Sections 5.6 and 5.2.5, respectively.

3.8 DOCUMENTATION

Documentation records shall be provided as factual evidence that required chemical data has been produced and chemical data quality has been achieved. The documentation shall comply with the requirements specified in paragraphs SAMPLING AND ANALYSIS PLAN, ANALYTICAL DATA PACKAGES, QUALITY CONTROL SUMMARY REPORT.

3.9 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice.

LIST OF ACRONYMS

ARARs	Applicable or Relevant and Appropriate Requirements
CL	Control Limit
CLP	Contract Laboratory Program
CMECC	California Military Environmental Coordination Committee
CO	Contracting Officer
CQAR	Chemical Quality Assurance Report
CVAA	Cold Vapor Atomic Absorption
DQO	Data Quality Objective
EPA	Environmental Protection Agency
FSP	Field Sampling Plan
GFAA	Graphite Furnace Atomic Absorption
HTRW	Hazardous, Toxic, and Radioactive Waste
ICP	Inductively Coupled Plasma
ICS	Interference Check Standard
ICV	Initial Calibration Verification
ID	identification
LCS	laboratory control sample
LIMS	Laboratory Information Management System
MB	method blank
MD	matrix duplicate
MDL	method detection limit
MRL	method reporting limit
MS	matrix spike
MSD	matrix spike duplicate
MSA	method of standard additions
PDS	post digestion spike
PE	performance evaluation samples
ppm	parts per million
PQL	practical quantitation limit
QAPP	Quality Assurance Project Plan
QC	quality control
QCSR	Quality Control Summary Report
ROD	Record of Decision
RPD	relative percent difference
RSD	relative standard difference
SAP	Sampling and Analysis Plan
SD	serial dilution
SOP	standard operating procedure
TAT	turnaround time
USACE	United States Army Corps of Engineers
EPA	United States Environmental Protection Agency
XRF	X-ray fluorescence
r	regression coefficient
%	percent

TABLE 1-1
SAMPLING REQUIREMENTS FOR GROWTH MEDIA AND GRAVEL

Matrix	Frequency	Analytes	Method
Primary Samples			
Growth Media	1/200 cubic yards	Pb, As, Cd	SW-846 6000 (3050, 3010) or 7000 Series
Gravel	1/200 cubic yards	Pb, As, Cd	
Quality Control Samples			
Growth Media (composite split)	1/20 primary samples	Pb, As, Cd	SW-846 6000 (3050, 3010) or 7000 Series
Gravel (composite split)	1/20 primary samples	Pb, As, Cd	
Soil Standard (PE sample)	1/field season or as necessary	Pb, As, Cd	

TABLE 1-2
SUMMARY OF METHOD QUALITY OBJECTIVES FOR METHOD 6010
ICP METALS

Quality Control Element	Description of Element	Frequency of Implementation	Acceptance Criteria
Initial Calibration	<u>Option 1</u> - 1 std and blank, and a low-level check standard at <u>PQL</u> <u>Option 2</u> - 3 stds and blank	Daily	<u>Option 1</u> - Low-level check standard $\pm 20\%$ <u>Option 2</u> - $r > 0.995$
Instrumental Precision	%RSD 3 integrations (exposures)	Each calibration and calibration verification standards (ICV/CCV)	%RSD $< 5\%$
Initial Calibration Verification (ICV)	Mid-level (2nd source) verification	After initial calibration	%Recovery $\pm 10\%$
Initial Calibration Blank (ICB)	Interference-free matrix to assess analysis contamination	After initial calibration	Analytes $< \text{MDL}$ Check Sample (~2X MDL)
Interelement Check Standards (ICS)	ICS-A - interferents only ICS-B - interferents and target analytes	Beginning of analytical sequence	%Recovery $\pm 20\%$ for target analytes
Continuing Calibration Blank (CCB)	Interference-free matrix to assess analysis contamination	Every 10 samples and at end of analytical sequence	Analytes $< \text{MDL}$ Check Sample (~2X MDL)
Continuing Calibration Verification (CCV)	Mid-level verification	Every 10 samples and at end of analytical sequence	%Recovery $\pm 10\%$
Method Blank (MB)	Interference-free matrix to assess overall method contamination	1 per sample batch	Analytes $< \text{MDL}$ Check Sample (~2X MDL)
Laboratory Control Sample (LCS)	Interference-free matrix containing all target analytes	1 per sample batch	%Rec = 80% - 120%
Matrix Spike (MS)	Sample matrix spiked with all/subset of target analytes prior to digestion	1 per sample batch	%Rec = 75% - 125%

Quality Control Element	Description of Element	Frequency of Implementation	Acceptance Criteria
Matrix Duplicate (MD) or Matrix Spike Duplicate (MSD)	Refer to text for MD or MS.	1 per sample batch	RPD < 25%
Post Digestion Spike (PDS)	Sample digestate spiked with all/subset of target analytes	As needed to confirm matrix effects	%Rec = 75% - 125%
Serial Dilution (SD)	1:4 dilution analyzed to assess matrix effects	As needed to assess new and unusual matrices	Agreement between undiluted and diluted results \pm 10%
Method of Standard Addition (MSA)	Method of quantitation	As needed for samples with suspected or confirmed matrix effects	$r > 0.995$

TABLE 1-3
SUMMARY OF METHOD QUALITY OBJECTIVES FOR METHOD 7000 SERIES
GFAA/CVAA METALS

Quality Control Element	Description of Element	Frequency of Implementation	Acceptance Criteria
Initial Calibration	3 stds and blank	Daily	$r > 0.995$
Instrumental Precision	RPD of 2 injections	All standards, and ICV/CCV	$RPD \pm 10\%$
Initial Calibration Verification (ICV)	Mid-level (2nd source) verification	After initial calibration	$\%Rec \pm 10\%$
Initial Calibration Blank (ICB)	Interference-free matrix to assess analysis contamination	After initial calibration	Analytes < MDL Check Sample (~2X MDL)
Continuing Calibration Blank (CCB)	Interference-free matrix to assess analysis contamination	Every 10 samples and at end of analytical sequence	Analytes < MDL Check Sample (~2X MDL)
Continuing Calibration Verification (CCV)	Mid-level verification	Every 10 samples and at end of analytical sequence	$\%Rec \pm 20\%$
Method Blank (MB)	Interference-free matrix to assess overall method contamination	1 per sample batch	Analytes < MDL Check Sample (~2X MDL)
Laboratory Control Sample (LCS)	Interference-free matrix containing target analytes	1 per sample batch	$\%Rec = 80\% - 120\%$
Matrix Spike (MS)	Sample matrix spiked with target analytes prior to digestion	1 per sample batch	$\%Rec = 80\% - 120\%$
Matrix Duplicate (MD) or Matrix Spike Duplicate (MSD)	Refer to text for MD or MS.	1 per sample batch	$RPD < 20\%$
Post Digestion Spike (PDS)	Sample digestate spiked with target analytes	As needed to confirm matrix effects	$\%Rec = 85\% - 115\%$
Serial Dilution (SD)	1:4 dilution analyzed to assess matrix effects	As needed to assess new and unusual matrices	Agreement between undiluted and diluted results $\pm 10\%$
Method of Standard Addition (MSA)	Method of quantitation	As needed for samples with suspected or confirmed matrix effects	$r > 0.995$

TABLE 1-4
DATA FLAGGING CONVENTION FOR METALS ANALYSES

QUALITY CONTROL ITEM	EVALUATION	DATA QUALIFIER FLAG			SAMPLE(S) QUALIFIED
		Detects		Nondetects	
		Non Biased	Biased		
HOLDING TIMES	1) Holding time exceeded by 2 times or less	J	J-	UJ	Sample
	2) Holding time exceeded by greater than 2 times	J	J-	R	
INITIAL CALIBRATION	1) $r < 0.995$	J	J	UJ	All samples associated with initial calibration (Run Batch)
INITIAL CALIBRATION VERIFICATION (ICV)	1) % Recovery $> 110\%$ but $\leq 125\%$ (Hg, % Recovery $> 120\%$ but $\leq 135\%$)	J	J+	No qual.	All samples associated with initial calibration verification (Run Batch)
	2) % Recovery $> 125\%$ (Hg, % Recovery $> 135\%$)	R	R	No qual.	
	3) % Recovery $< 90\%$ but $\geq 75\%$ (Hg, % Recovery $< 80\%$ but $\geq 65\%$)	J	J-	UJ	
	4) % Recovery $< 75\%$ (Hg, % Recovery $< 65\%$)	J	J-	R	
CALIBRATION VERIFICATION	1) % Recovery $> 110\%$ but $\leq 125\%$ (Hg, % Recovery $> 120\%$ but $\leq 135\%$)	J	J+	No qual.	All samples associated with continuing calibration (Analysis Batch)
	2) % Recovery $> 125\%$ (Hg, % Recovery $> 135\%$)	R	R	No qual.	
	3) % Recovery $< 90\%$ but $\geq 75\%$ (Hg, % Recovery $< 80\%$ but $\geq 65\%$)	J	J-	UJ	
	4) % Recovery $< 75\%$ (Hg, % Recovery $< 65\%$)	J	J-	R	

QUALITY CONTROL ITEM	EVALUATION	DATA QUALIFIER FLAG			SAMPLE(S) QUALIFIED
		Detects		Nondetects	
		Non Biased	Biased		
METHOD BLANK CONTAMINATION	Sample results less than or equal to 5 times the blank contamination	U	U	No qual.	All samples in the same Preparation Batch
MATRIX SPIKE RECOVERY	1) % Recovery < CL but ≥ 30% 2) % Recovery <30% 3) % Recovery > CL 4) RPD > CL	J J J J	J- J- J+ J	UJ R No qual. UJ	All samples in the same Method Batch or reviewer judgement
LABORATORY CONTROL SAMPLE RECOVERY	1) % Recovery < CL but ≥ 50% 2) % Recovery <50% 3) % Recovery > CL 4) RPD > CL	J J J J	J- J- J+ J	UJ R No qual. UJ	All samples in the same Preparation Batch
REPORTING LIMITS	1) Reporting limits not matching the project specified limits 2) Reported result less than the project reporting detection limit.	No qual. J	No qual. J	No qual. No qual.	Sample (noted in outlier report) Sample
FIELD DUPLICATES	>2X difference	No qual.	No qual.	No qual.	Non-compliant results listed in the ADR outlier report
FIELD BLANKS EQUIPMENT BLANKS	Sample results within 5 times blank contamination	U	U	No qual.	All samples in the same sampling event

Flagging definitions can be found in EPA540/R-94/013. CL = Control Limit

TABLE 5-6
QUALITY CONTROL SPLIT RESULTS COMPARISON CRITERIA

Matrix	Parameter	Disagreement	Major Disagreement
Soil	Metals	>2X difference	>3X difference

Reference: EM 200-1-6

END OF SECTION

SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1999b) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(1998a) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

1.3 LABORATORY VALIDATION

The testing laboratory shall be validated by Corps of Engineers Material Testing Center (MTC) for all tests required by contract. See paragraph 3.7 TESTS.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for overall construction activities at the site, including quality and production. The site project superintendent shall

maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 30 days after contract award, the Contractor Quality Control (CQC) Plan for the overall contract, hereinafter referred to as the "General CQC Plan" proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the General CQC Plan

The General CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters will also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. Laboratory facilities will be validated by the Corps of Engineers Material Testing Center and approved by the Contracting Officer.

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats. This shall include a copy of the Daily CQC report form.

3.2.3 Task Order CQC Addendum Plan

For each task order submit a CQC Addendum plan, with the task order proposal. The Addendum plan shall include all items which are specific to the task order, including any changes to the General CQC plan which may be proposed. The CQC Addendum Plan shall also include the following:

a. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there is frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

b. Special safety equipment clothing required.

c. Detailed specifics as to how the Contractor will ensure that all personnel take required safety precautions when working with chemicals, electricity, vehicles, power tools, welding equipment, etc., and when entering or working in confined spaces.

d. Security and key control as required.

3.2.4 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in its CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction of each task order, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either

party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health manager shall receive direction and authority from the CQC System manager and shall serve as a member of the CQC staff. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawings submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify an individual within its organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor including responsibility for all task order activities. This CQC System Manager shall be available to visit the site at times during construction to verify compliance and will be employed by the Contractor, except as noted in the following. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the system manager's absence. Period of absence may not exceed 3 weeks at any one time. The requirements for the alternate will be the same as for the designated CQC manager.

a. The CQC system manager shall be an experienced construction person with a minimum of 3 years experience in related work. The CQC system manager may be assigned other duties such as project superintendent, project manager, and or safety officer in addition to quality control.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall designate a person on its staff to manage the Contractor's safety and accident prevention program. This person will provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on site personnel. This individual is in addition to the Safety Professional required by Section 01351 SAFETY, HEALTH, AND EMERGENCY RESPONSE (HTRW/UST). In addition, under any specific task order, the RFP may require the Contractor to provide as part of the CQC organization specialized personnel to assist the CQC System. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; and have the necessary education and/or experience requirements specified in the task order RFP.

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management for Contractors" prior to start of field work. This one day course is periodically offered in Spokane, Boise, Portland, and Seattle. For further information contact the Construction Division Office in your area, or the local Associated General Contractors office.

3.4.5 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

3.5 SUBMITTALS AND DELIVERABLES

Submittals shall be as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. The Contractor may use standard report forms for submittal of any required data subject to the approval of the Contracting Officer.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the work performed, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all operations, including both on-site and off-site fabrication, and will be keyed to the proposed construction sequence. The controls shall include at least three phases of control to be conducted by the CQC system manager for all definable features of work, as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

b. A review of the contract plans.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. A check to assure that provisions have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawing or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. The Government shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC system manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verification of full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels is appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation and shall document specific results of inspections for all features of work for the day or shift. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements, see Table 1 – Minimum Sampling and Testing Frequency, attached at the end of this specification section. Sampling and testing requirements may be modified under any individual task order. Contractor shall submit all materials test reports on forms standard to industry standards such as ACI, ASTM and AASHTO or with laboratory accreditation forms such as AALA, NIST or NVLAP. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers validated testing laboratory or establish a testing laboratory at the project site which can be validated by the Corps of Engineers in advance of any and all required testing; and in addition, submit proof of validation for approval. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the Quality Control report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for

related work performed and disapproval of the test facility for this contract. Test results shall be signed by an Engineer Registered in the state where the tests are performed.

3.7.2 Testing Laboratories

a. Validation

The testing laboratory shall be validated by the Corps of Engineers Materials Testing Center (MTC) for all tests required by the contract prior to the performance of any such testing. The validation of a laboratory is site specific and cannot be transferred or carried over to a facility at a different location. Any and all costs associated with this Government laboratory validation shall be borne by the laboratory and/or the Contractor. Validation of a laboratory is not granted for the entire laboratory activity, but only for the specific procedures requested by the inspected laboratory. The inspected laboratory has full choice of the procedures to be inspected except that the Quality Assurance portion of ASTM E 329 is mandatory to be inspected.

(1) Validation Procedures

Validation of a laboratory may consist of either an inspection or audit as defined herein. Validation of all material testing laboratories shall be performed by the MTC. Validation may be accomplished by one of the following processes:

(a) Inspection. Inspection shall be performed by the MTC in accordance with American Society for Testing and Materials (ASTM) standards E329 and D3740.

(b) Audit. A laboratory may be validated by auditing if it has been accredited by the Concrete and Cement Reference Laboratory (CCRL) or AASHTO Materials Reference Laboratory (AMRL) within the past two years in accordance with ASTM E329. Audit shall be performed by the MTC. Inspection by MTC may be required after auditing if one or more of the critical testing procedures required in the project specification were not included in the CCRL or AMRL inspection report or if there is any concern that the laboratory may not be able to provide required services.

b. Standards of Acceptability

(1) Aggregate, concrete, bituminous materials, soil, and rock. Laboratories for testing aggregate, concrete, bituminous materials, soil, and rock shall be validated for compliance with ASTM E 329, Engineer Manual (EM) 1110-2-1906, or project specifications, as applicable.

(2) Water, sediment, and other samples. Laboratories engaged in analysis of water, sediment, and other samples for chemical analysis shall be inspected to assure that they have the capability to perform analyses and quality control procedures described in references in Appendix A as appropriate. The use of analytical methods for procedures not addressed in these references will be evaluated by the CQAB for conformance with project or program requirements.

(3) Steel and other construction materials. Laboratories testing steel and other construction materials shall be validated for capabilities to perform tests required by project requirements and for compliance with ASTM E329.

c. Validation Schedule

(1) For all contracted laboratories and project Quality Assurance (QA) laboratories testing aggregate, concrete, bituminous materials, soils, rock, and other construction materials, an initial validation shall be performed prior to performance of testing and at least every two (2) years thereafter.

(2) Laboratories performing water quality, wastewater, sludge, and sediment testing shall be approved at an interval not to exceed eighteen (18) months.

(3) All laboratories shall be revalidated at any time at the discretion of the Corps of Engineers when conditions are judged to differ substantially from the conditions when last validated.

d. Validation Process

If a validated laboratory is unavailable or the Contractor selects to use a laboratory which has not been previously validated, Contractor shall coordinate with Corps of Engineers Material Testing Center (MTC) to obtain validation and pay all associated costs. Point of contact at MTC is Daniel Leavell, telephone (601) 634-2496, fax (601) 634-4656, email daniel.a.leavell@erdc.usace.army.mil, at the following address:

U.S. Army Corps of Engineers
Materials Testing Center
Waterways Experiment Station
3909 Hall Ferry Road
Vicksburg, MS 39180-6199

Procedure for Corps of Engineers validation, including qualifications and inspection/audit request forms are available at the MTC web site:

<http://www.wes.army.mil/SL/MTC/mtc.htm>

Contractor shall coordinate directly with the MTC to obtain validation. Contractor is cautioned the validation process is complicated and lengthy, may require an onsite inspection by MTC staff, correction of identified deficiencies, and the submittal and approval of significant documentation.

Estimate a minimum of 60 days to schedule an inspection/submittal and receive a validation.
Schedule of costs:

Full Onsite Inspection	1 - 15 procedures	\$3500 + travel expenses
	16 - 40 procedures	\$4500 + travel expenses
	41 + procedures	\$5500 + travel expenses
Full Desk Audit (AASHTO inspected)		\$3000

Abbreviated Audit by AASHTO Accreditation	\$1500
Additional Procedures after Validation four	\$500 each to a maximum of Procedures; more than four Additional procedures calls for An onsite inspection of the Additional procedures.

Travel time and associated costs will be determined from Vicksburg MS. The Contractor will be invoiced for actual travel costs and shall submit payment direct to the MTC made payable to the ERDC Finance and Accounting Officer prior to the scheduling of the inspection and/or audit. The Contractor shall copy the Contracting Officer of all correspondence and submittals to the MTC for purposes of laboratory validation.

3.7.3 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Resident Office at the direction of the COR.

3.8 COMPLETION INSPECTION

At the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC system manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC system manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.9 DOCUMENTATION

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, tests, and other items, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.

- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom.
- d. Test and/or control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Material received with statement as to its acceptability and storage.
- f. Identify submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. List instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.
- k. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample Contractor Quality Control Report forms are enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

TABLE 1
MINIMUM SAMPLING AND TESTING FREQUENCY

<u>Materials</u>	<u>Test</u>	<u>Minimum Sampling and Testing Frequency</u>
<u>Miscellaneous Fills, Embankments, Backfills, Subgrade, and Base Course Material</u>		
Fill and Embankment	Field Density ^{2/12/}	Two tests per lift for each increment or fraction of 2000 sy and any time material type changes.
	Lab Density ^{3/}	One test initially per each type of materials or blended material and any time material type changes, and one every 10 field density tests.
	Gradation ^{1/}	One test every 200 cubic yards of fill for each type of materials or blended material and any time material type changes.
Subgrade	Field Density ^{2/12/}	One test per each increment or fraction of 2000 s.y.
	Lab Density ^{3/}	One test every 10 field density tests.
Backfill for Culverts, Trenches, Buildings and Walls, Pavements, and Other Structures	Field Density ^{2/12/}	Culverts: One test per each lift. Trenches: One test per lift for each increment or fraction of 500 linear feet for backfill. Under pavements, one test every lift and at every crossing.
	Lab Density ^{3/}	One test initially per each type of material or blended material and one every 10 field density tests.
	Gradation ^{1/}	One test per each type of material or blended material and one every 10 field density tests.

TABLE 1
MINIMUM SAMPLING AND TESTING FREQUENCY

<u>Materials</u>	<u>Test</u>	<u>Minimum Sampling and Testing Frequency</u>
Subbase and Base	Gradation ^{1/} (including .02 mm particles size limits.	1 sample for every 4,000 sy.
	In-Place Density ^{2/ 12/}	1 sample every 2,000 sy.
	Moisture-Density Relationship ^{3/}	1 initially and every 20 density tests.
<u>Asphaltic Concrete Pavements</u>		
Subgrade/Backfill for Pavements	Field Density ^{2/12/}	Two tests per lift for each increment or fraction of 5,000 s.f.
	Lab Density ^{3/}	One test initially per each type of material or blended material and one every 10 field density tests.
Base	In-Place Density ^{2/ 12/}	1 sample every 2,000 sy.
	Moisture-Density Relationship ^{3/}	1 initially and every 20 density tests.
Asphaltic concrete	Surface Density	1 test per day minimum and 1 at each separate pavement area of 5,000 s.f. or more.
	Smoothness	Two tests every 5,000 s.f.

TABLE 1
MINIMUM SAMPLING AND TESTING FREQUENCY

<u>Materials</u>	<u>Test</u>	<u>Minimum Sampling and Testing Frequency</u>
<u>Portland Cement Concrete</u>		
Concrete	Slump	Conduct test every day of placement and for every 25 cy and more frequently if batching appears inconsistent. Conduct with strength tests.
	Entrained Air	Conduct with slump test.
	Ambient and concrete temperatures	Conduct with slump tests.
	Compressive strength	If placing over 10 cy take one set of 3 cylinders per day and every 100 cy thereafter for each class of concrete. Test one cylinder at 7 days and two at 28 days.

NOTES:

- 1/ All acceptance tests shall be conducted from in-place samples.
- 2/ Additional tests shall be conducted when variations occur due to the contractors operations, weather conditions, site conditions, etc.
- 3/ Classification (ASTM D-2487), moisture contents, Atterberg limits and specific gravity tests shall be conducted for each compaction test if applicable.
- 4/ through 11/ (not used)
- 12/ The nuclear densometer, if properly calibrated, may be used but only in addition to the required testing frequency and procedures using sandcones. The densometer shall be calibrated and is recommended for use when the time for complete results becomes critical.

(sample of Contractor's typical daily report)

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Contract Number: _____ Date: _____ Rpt No. _____

Contract Title: _____ Location: _____

Weather: Clear __ P. Cloudy __ Cloudy __ Rainfall __ (__% of workday)

Temperature during workday: High ____ degrees F. Low ____ degrees F.

1. WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR(S):

<u>Contractor Name</u>	<u>No. of Workers</u>	<u>Crafts/Hours</u>	<u>Work performed</u>

2. EQUIPMENT DATA:

<u>Type, Size, Etc.</u>	<u>Owned/Rented</u>	<u>Hours Used</u>	<u>Hours Standby</u>

3. QUALITY CONTROL INSPECTIONS AND RESULTS: (Include a description of preparatory, initial, and/or follow up inspections or meetings; check of subcontractors work and materials delivered to the site compared to submittals and/or specifications; comments on the proper storage of materials; include comments on corrective actions to be taken):

4. QUALITY CONTROL TESTING AND RESULTS (comment on tests and attach test reports):

5. DAILY SAFETY INSPECTIONS (Include comments on new hazards to be added to the Hazard Analysis and corrective action of any safety issues):

6. REMARKS (Include conversations with or instructions from the Government representatives; delays of any kind that are impacting the job; conflicts in the contract documents; comments on change orders; environmental considerations; etc.):

CONTRACTOR'S VERIFICATION: The above report is complete and correct. All material, equipment used, and work performed during this reporting period are in compliance with the contract documents except as noted above.

CONTRACTOR QC REPRESENTATIVE

(Sample of Contractor's Typical Test Report)

TEST REPORT

STRUCTURE OR BUILDING _____

CONTRACT NO. _____

DESCRIPTION OF ITEM, SYSTEM, OR PART OF SYSTEM TESTED: _____

DESCRIPTION OF TEST: _____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR THE CONTRACTOR:

NAME _____

TITLE _____

SIGNATURE _____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM, OR PART OF SYSTEM
HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY
AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR
QUALITY CONTROL INSPECTOR _____

DATE _____

REMARKS

END OF SECTION

04003
Miscellaneous Remediation Construction Services
Bunker Hill Mining and Metallurgical Complex Superfund Facility

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SECTION 01501

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 AVAILABILITY OF UTILITY SERVICES

1.1.1 Bunker Hill "Box"

1.1.1.1 Water

The Contractor will be allowed to obtain, from an existing designated outlet and supply point, reasonable amounts of water without charge. Contractor shall reasonably conserve potable water furnished. Contractor, at its own expense, shall install and maintain necessary temporary connections and distribution lines and shall remove the temporary connections and lines after use as required. The water supply point will normally be available to others and will not be for the exclusive use of the Contractor.

1.1.1.2 Electricity

The Contractor shall be responsible for providing its own electrical power requirements.

1.1.2 Work Outside Bunker Hill "Box"

1.1.2.1 Water and Electricity

The Contractor shall be responsible for providing its own water and electricity.

1.2 SANITARY PROVISIONS

Contractor shall provide sanitary accommodations for the use of employees as may be necessary and shall maintain accommodations approved by the Contracting Officer and shall comply with the requirements and regulations of the State Health Department, County Sanitarian, or other authorities having jurisdiction.

1.3 TEMPORARY ELECTRIC WIRING

1.3.1 Temporary Power and Lighting

The Contractor shall provide construction power facilities in accordance with the safety requirements of the National Electric Code NFPA No. 70 and the SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Contractor, or its delegated subcontractor, shall enforce the safety requirements of electrical extensions for the work of subcontractors. Work shall be accomplished by skilled electrical tradesmen.

1.3.2 Construction Equipment

In addition to the requirements of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways, or shall be hard usage or extra hard usage multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in accordance with the provisions of the National Electric Code.

1.3.3 Submittals

Submit detailed drawings of temporary power connections, if utilized, for the specific task order requiring the associated work. Drawings shall include, but not be limited to, main disconnect, grounding, service drops, service entrance conductors, feeders, GFCI'S. Also submit Contractor's site trailer connections for any temporary facilities.

1.4 FIRE PROTECTION

During the construction period, the Contractor shall provide fire extinguishers in accordance with the safety requirements of the SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1. The Contractor shall remove the fire extinguishers at the completion of construction.

1.5 STAGING/STORAGE AREA

A general staging/storage area will not be provided for Contractor use. The Contractor shall obtain any needed areas for such use in accordance with Section 00800, SPECIAL CLAUSES paragraph SC-8 (d).

1.6 HOUSEKEEPING AND CLEANUP

Pursuant to the requirements of Clause CLEANING UP and Clause ACCIDENT PREVENTION, of the CONTRACT CLAUSES, the Contractor shall assign sufficient personnel to insure compliance. The Contractor shall submit a detailed written plan for implementation of this requirement. The plan will be presented as part of the preconstruction safety plan and will provide for keeping the total construction site, structures, and accessways free of debris and obstructions at all times. Work will not be allowed in those areas that, in the opinion of the Contracting Officer, have unsatisfactory cleanup and housekeeping at the end of the preceding day's normal work shift. At least once each day all areas shall be checked by the Quality Control person of the Contractor and the findings recorded on the Quality Control Daily Report. In addition, the Quality Control person shall take immediate action to insure compliance with this requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the personnel shall be available at the project site.

1.7 DIGGING PERMIT

Before performing any onsite excavation, the Contractor shall notify the Contracting Officer and the appropriate local authorities as required to obtain a digging permit and clearances from all the various utilities. Copies of clearances shall be provided to the Government Representative. Utility lines shall be marked in the field prior to excavation. The locations of any utilities obtained from the clearances shall be verified on or added to the as-built drawings.

1.8 TRAFFIC CONTROL

The Contractor shall provide for movement of traffic through and around each construction zone in a manner that is conducive to the safety of motorists, pedestrians, and workers. This shall include placement and maintenance of traffic control devices in accordance with the U.S. Department of Transportation, Federal Highway Administration publication, Manual on Uniform Traffic Control Devices. Traffic control on public streets shall be coordinated with the appropriate local government agencies with a copy of all requests and approved plans to the Contracting Officer at least 5 working days prior to work. Street closures within the Bunker Hill Box shall at all times allow street access to a building from one direction. Excavations shall not remain open for more than 1 working day without approval.

1.9 PROJECT AND SAFETY SIGNS

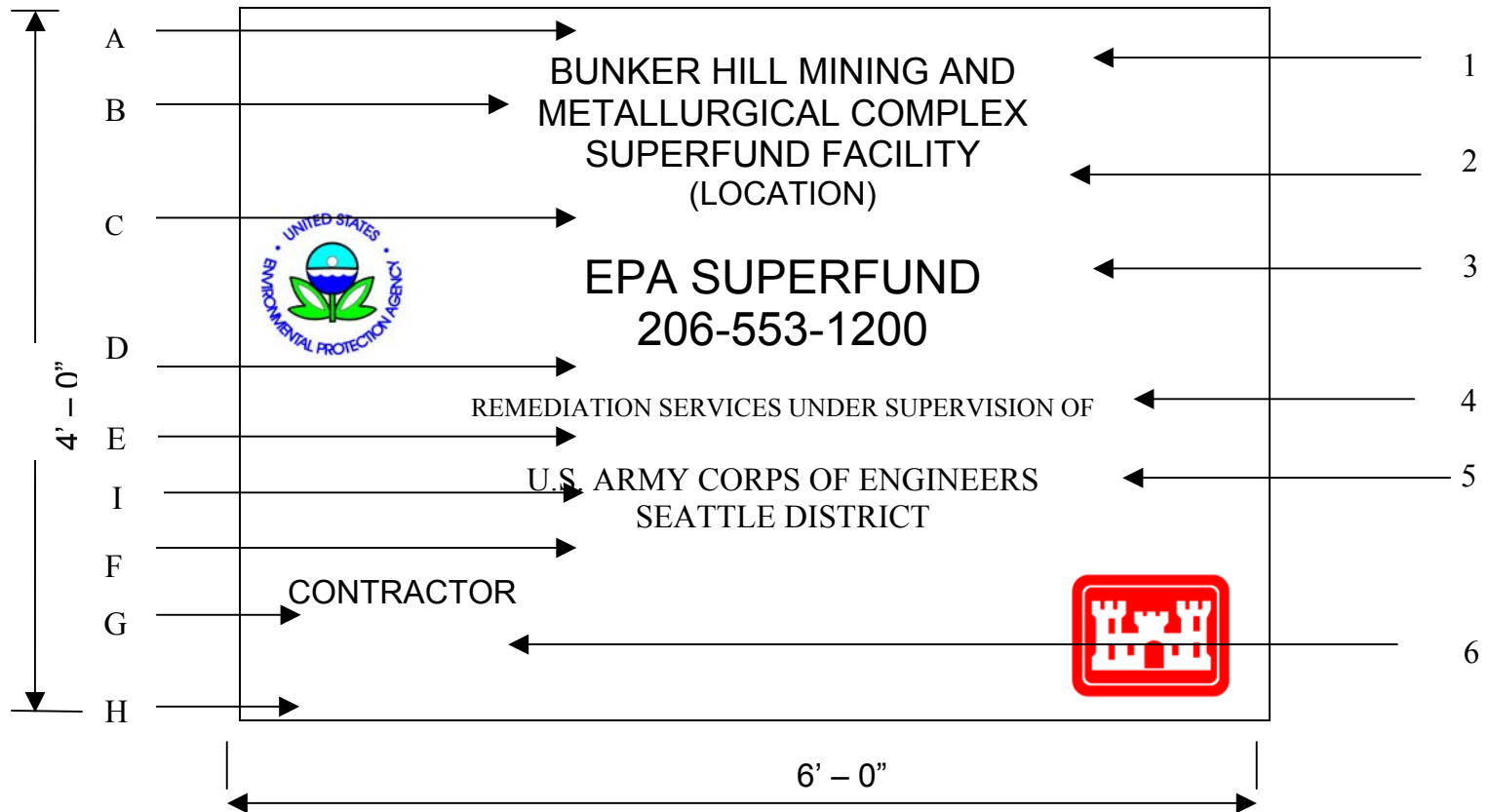
When specified under the task order, the Contractor shall furnish and install project identification sign(s) and one safety performance sign in accordance with conditions hereinafter specified and layout shown on drawings attached at end of this section. On safety performance sign all lettering shall be painted black on white background. Letters shall be painted as indicated using exterior-type paint. The signs shall be maintained in excellent condition throughout the life of job. The signs shall be located as directed by the CO. The data required by the safety sign shall be corrected daily, with light colored metallic or non-metallic numerals. The signs shall be erected within 15 calendar days after receipt of the Notice to Proceed (NTP). Upon completion of project, the signs shall be removed and shall remain the property of Contractor.

1.10 UTILITIES NOT SHOWN

The Contractor can expect to encounter, within the construction limits of the entire project, utilities not shown on the drawings and not visible as to the date of this contract. If such utilities will interfere with construction operations, the Contractor shall immediately notify the Contracting Officer verbally and then in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are removed or relocated as directed, the Contractor shall be entitled to equitable adjustment for any additional work or delay.

PART 2 PRODUCTS AND PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

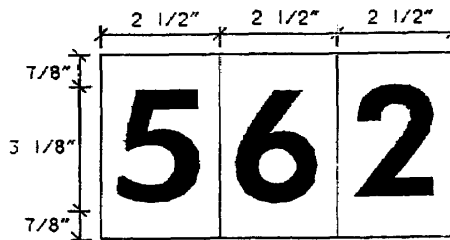
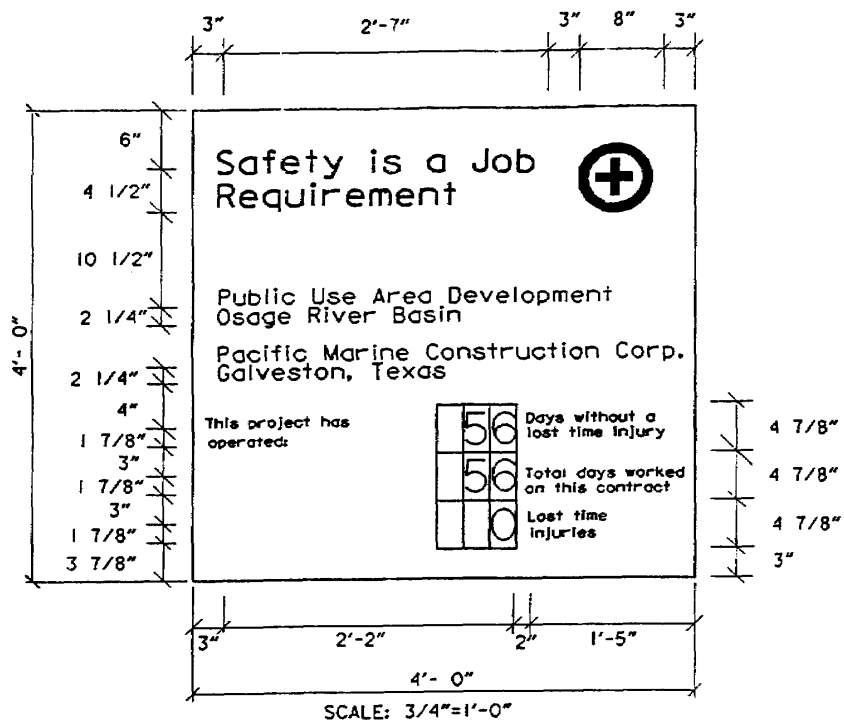


SCHEDULE

SPACE	HT.	LINE	MESSAGE	LETTER HT.	STROKE
A	2"	1	(PROJECT NOMENCLATURE- As shown)	2 $\frac{3}{4}$ "	$\frac{3}{8}$ "
B	2 $\frac{5}{8}$ "	2	LOCATION*	2 $\frac{3}{8}$ "	$\frac{1}{4}$ "
C	5 $\frac{3}{4}$ "	3	(CUSTOMER AND LOGO - As shown)	4"	$\frac{3}{8}$ "
D	8"	4	REMEDIATION SERVICES UNDER SUPERVISION OF	1 $\frac{1}{2}$ "	$\frac{1}{2}$ "
E	4"	5	(GOVERNMENT OVERSIGHT AGENCY - As shown)	2 $\frac{3}{8}$ "	$\frac{1}{8}$ "
F	4"	--	--		
G	1"	6	CONTRACTOR*	1 $\frac{3}{8}$ "	$\frac{1}{4}$ "
H	2 $\frac{7}{8}$ "	6	CORPS CASTLE DECAL	1 $\frac{3}{8}$ "	$\frac{3}{16}$ "
I	2"		(SPACE BETWEEN TEXT LINES)		
			*INSERT TEXT TO SUIT PROJECT REQUIREMENTS		

NOTES:

1. Project Signboard 4' X 6' X 5/8" grade A-C, exterior type plywood with medium density overlay on both sides.
2. Paint both sides and edges with one prime coat and two coats of white color paint in accordance with FED. STD. 595a, color number 17886 exterior type enamel. Lettering shall be as shown on drawings and shall be black gloss, exterior type enamel.
3. Lettering shall be Helvetica medium.
4. Acceptable abbreviations may be used for Contractor's name.
5. USACE logo decal to be Government furnished. The EPA logo shall be painted to match the EPA graphic standard logo. No EPA logo decal is available.
6. No company logo shall be used.
7. Sign to be located where specified by CO.
8. Upon completion of work under this Contract, the project sign shall remain the property of the Government.



NO SCALE

U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT

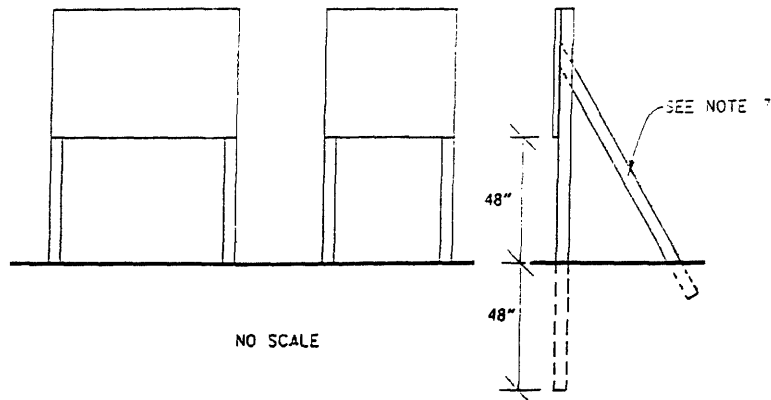
CIVIL WORKS SAFETY PERFORMANCE SIGN

DRAWN BY: R.L.L.
CHECKED BY: R.L.M.

REVISED 7 APRIL 1988

SCALE: AS SHOWN

SHEET 2 OF 3



1. THE SIGN PANELS ARE TO BE FABRICATED FROM 3/4" HIGH - DENSITY OVERLAY PLYWOOD.
2. SIGN GRAPHICS TO BE PREPARED ON A WHITE NON-REFLECTIVE VINYL FILM WITH POSITIONABLE ADHESIVE BACKING.
3. ALL GRAPHICS ON THE PROJECT SIGN ARE TO BE DIE-CUT OR COMPUTER-CUT NON-REFLECTIVE VINYL, PRE-SPACED LEGENDS PREPARED IN THE SIZES AND TYPEFACES SPECIFIED AND APPLIED TO THE BACKGROUND PANEL FOLLOWING THE GRAPHIC FORMATS SHOWN.
4. DRILL AND INSERT SIX .375" T-NUTS FROM THE FRONT FACE OF THE HDO SIGN PANEL. RANGE OF T-NUT TO BE FLUSH WITH SIGN FACE.
5. APPLY GRAPHIC PANEL TO PREPARED HDO PLYWOOD PANEL FOLLOWING MANUFACTURERS' INSTRUCTIONS.
6. SIGN UPRIGHTS TO BE STRUCTURAL GRADE 4" X 4" TREATED DOUGLAS FIR OR SOUTHERN YELLOW PINE, NO. 1 OR BETTER, POST TO BE 12' LONG. DRILL SIX .375" MOUNTING HOLES IN UPRIGHTS TO ALIGN WITH T-NUTS IN SIGN PANEL. COUNTERSINK (1/2") BACK OF HOLE TO ACCEPT SOCKET HEAD CAP SCREW (4" X .375").
7. ASSEMBLE SIGN PANEL AND UPRIGHTS. IMBED ASSEMBLED SIGN PANEL AND UPRIGHTS IN 4' HOLE. LOCAL SOIL CONDITIONS AND/OR WIND LOADING MAY REQUIRE BOLTING ADDITIONAL 2" X 4" STRUTS ON INSIDE FACE OF UPRIGHTS TO REINFORCE INSTALLATION AS SHOWN.

U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT

CIVIL WORKS SIGN FABRICATION AND MOUNTING DETAILS

DRAWN BY: R.L.L.
CHECKED BY: R.L.M.

SCALE: AS SHOWN

REVISED 7 APRIL 1988

SHEET 3 OF 3

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SECTION 01703

WARRANTY OF CONSTRUCTION

PART 1 GENERAL

1.1 SCOPE

This section applies only to construction work and not to routine or recurring maintenance activities performed under this contract.

1.2 SUBMITTALS

Submittals shall be made in accordance with SECTION 01330: SUBMITTAL PROCEDURES.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 WARRANTY OF CONSTRUCTION (APR 1984) (FAR52.246-21)

3.1.1 In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 3.1.9 of this Clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

3.1.2 This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

3.1.3 The Contractor shall remedy at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Government-owned or controlled real or personal property, when that damage is the result of:

- a. the Contractor's failure to conform to contract requirements or
- b. any defect of equipment, material, workmanship, or design furnished.

3.1.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

3.1.5 The Government will notify the Contractor, in writing or by telephone, after the discovery of any failure, defect, or damage and the Contractor shall respond and be on-site to correct the problem within 1 working day after notification. The Contractor shall furnish, and maintain, a 24 hour emergency telephone number as the point of contact. For failures, defects, or damage causing loss of power or heat, the Contractor shall respond within 4 hours.

3.1.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time as determined by the Government, after receipt of notice, the Government will have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

3.1.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

- a. obtain all warranties that would be given in normal commercial practice;
- b. require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- c. enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

3.1.8 In the event the Contractor's warranty under paragraph 3.1.2 of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

3.1.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

3.1.10 This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

3.1.11 Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis shall not be included in this warranty. In this event, the Contractor shall require the subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

3.2 ADDITIONAL WARRANTY REQUIREMENTS

3.2.1 Pre-Warranty Conference

Prior to task order completion and at a time designated by the Contracting Officer the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of the Paragraph: WARRANTY OF CONSTRUCTION. Communication procedures for the Contractor notification of warranty defects, priorities with respect to the type of defect and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this time. The Contractor will furnish the name, telephone number and address of the service representative which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This single point of contact will be located within the local service area of the warranted construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any Contractual responsibilities in connection with the paragraph WARRANTY OF CONSTRUCTION.

NOTE: Local service area is defined as the area in which the Contractor or his representative can meet the response times as described in paragraph WARRANTY OF CONSTRUCTION and in any event shall not exceed 200 miles radius of the construction site.

3.2.2 Equipment Warranty Identification Tags

The Contractor shall provide warranty identification tags on all Contractor and Government furnished equipment which is Contractor installed.

The tags and information shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and shall be installed in a position that is easily noticeable. If the equipment surface is not suitable for adhesive back tags, the Contractor shall submit an alternative to the Government for review and approval. Contractor furnished equipment that has differing warranties on its components will have each component tagged/identified.). Lettering on the tags shall be block-type upper case and easily readable. Tags shall be similar in format to the following:

EQUIPMENT WARRANTY	
CONTRACTOR FURNISHED EQUIPMENT	
MFG _____	MODEL NO. _____
SERIAL NO. _____	
CONTRACT NO. _____	
CONTRACTOR NAME _____	
CONTRACTOR ADDRESS _____	
CONTRACTOR PHONE NO. _____	
DATE WARRANTY EXPIRES _____	
IN CASE OF WARRANTY ACTION FIRST CONTACT (Point of contact, including name and telephone number.)	

EQUIPMENT WARRANTY	
GOVERNMENT FURNISHED EQUIPMENT	
MFG _____	MODEL NO. _____
SERIAL NO. _____	
CONTRACT NO. _____	
DATE EQUIPMENT PLACED IN SERVICE _____	

In the case of equipment repaired or replaced by the Contractor during the warranty period, the Equipment Warranty tag shall be replaced or updated, as applicable, to indicate the scope of the repair/replacement and the new warranty expiration date in accordance with paragraph WARRANTY OF CONSTRUCTION.

END OF SECTION

SECTION 01781

AS BUILT RECORDS AND DRAWINGS

PART 1 GENERAL

1.1 SCOPE OF WORK

For each task order requiring performance of construction (defined as construction, alteration, or repair (including excavating, and painting) of buildings, structures, roads, or other real property improvements of all types) the Contractor shall maintain and submit as-built record documents. All such record documents shall conform to the applicable requirements for this section except as modified in the individual task order. Task orders requiring only routine or recurring maintenance functions will not require preparation of record drawings under this section.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. If required on the individual Task Order the following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

Closeout Submittals

As-Built Field Data; G

Two complete sets of the As-Built Field Data shall be submitted to the Contracting Officer for review and approval a minimum of 14 calendar days prior to the date of final inspection. If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings for backcheck to the Contracting Officer within 10 calendar days of receipt. When submitted drawings are accepted, one set of marked drawings will be returned to the Contractor for the completion of the as-built drawings.

As-Built Drawings; G

Drawings showing as-built conditions of the project.

CADD Drawings (Government Option)

The final as-built drawings shall consist of two sets of Electronic CADD files on CD-ROM showing each drawing, and 2 sets of prints. Final drawings shall incorporate contract changes and plan deviations. Lines, letters, and details will be sharp, clear, and legible. Additions or corrections to the drawings will be drawn to the scale of the original drawing. Documents shall be current.

Manually Prepared Drawings (Government Option)

The submittal shall consist of the completed final as-built drawings, and two blue- or black-line prints of these drawings. The drawings shall be complete in all details. Paper prints and reproducible drawings will become the property of the Government upon final approval.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 AS-BUILT FIELD DATA

The Contractor shall keep at the construction site field office two complete sets of the prints of the task order plans (provided in the awarded task order), reproduced at Contractor expense, one for the Contractor's use, one for the Government. During construction, both sets of prints shall be marked to show the as-built conditions during the prosecution of the project. Changes from the plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:

- a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.
- b. The location and dimensions of any changes within the building, structure or feature.
- c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
- d. Correct location of all existing site features, including buildings, trees and stumps to remain, fence lines, if different from original plans.
- e. Locations of any replacement plantings of trees or other landscape features.
- f. The topography and grades of all drainage affected or altered as part of the project construction.
- g. Changes or modifications which result from the final inspection.
- h. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.
- i. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.

- j. Features designed or enhanced by the Contractor.
- k. Miscellaneous changes or modifications from the original design and layout of work.

These deviations shall be shown in the same general detail utilized in the task order drawings. These working as-built marked drawings shall be kept current on a weekly basis and at least one set shall be available on the jobsite at all times. Additional drawing sheet(s) shall be provided as required to explain all work performed and shall be in the same format and detail utilized in the task order drawings. The resulting field-marked prints and data shall be referred to and marked as "As-Built Field Data," and shall be used for no other purpose. They shall be made available for inspection by the Contracting Officer's representative whenever requested during construction and shall be jointly inspected for accuracy and completeness by the Contracting Officer's representative and a responsible representative of the Contractor prior to submission of each task order records.

3.2 AS-BUILT ELECTRONIC FILE DRAWINGS

Requirements for Computer Aided Design and Drafting (CADD) as-built drawings will be specified under each individual task order.

3.2.1 Government Furnished CADD System Drawings

No earlier than 14 days after task order award the Government will provide one set of MicroStation or AutoCAD, as specified in the task order, electronic file format contract drawings, to be used for preparation of as-built drawings. The electronic file drawings will be available on either 89 mm (3-1/2 inch) 1.44 MB floppy disks or ISO-9660 CD-ROM, as directed by the Contracting Officer. The Contractor has 14 days after the receipt of the electronic file to verify the usability of the files, and bring any discrepancies to the attention of the Contracting Officer.

3.2.2 Contractor Prepared Final As Built Drawings

The Contractor shall incorporate all deviations from the original contract drawings as recorded in the approved 'As-built Field Data' (see paragraph 3.1.). The electronic file format, layering standards and submittal requirements are specified in paragraphs below. The as-built drawings shall be done in a quality equal to that of the originals. Line work, line weights, lettering, and use of symbols shall be the same as the original line work, line weights, and lettering, and symbols. If additional drawings are required they shall be prepared in electronic file format under the same guidance. When final revisions have been completed, each drawings shall be identified with the words "AS-BUILT" in block letters at least 3/8-inch high placed above the title block if space permits, or if not, below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest revision notation.

3.2.3 Electronic File Submittal Requirements

3.2.3.1 General

The electronic file(s) deliverable shall be in prepared in the same binary format as the Government Furnished CADD system drawings. All support files required to display or plot the file(s) in the same manner as they were developed shall be delivered along with the files. These files include but are not

limited to Font files, Menu files, Plotter Setup, and Referenced files. AutoCad files shall be "bound" (merged).

3.2.3.2 Leveling/Layering

Leveling or layering shall remain as provided in the electronic files. An explanatory list of which levels or layers are used in each drawing, including any additional levels/layers needed to complete incorporation of the As-Built data, shall be provided with each submittal.

3.2.3.3 Electronic File Deliverable Media

All electronic files shall be submitted in ISO 9660 format CD-ROM (CD). Zip drive disks shall not be provided. Each CD shall have a clearly marked label stating the Contractor's firm name, project name and location, submittal type (AS-BUILT), and date the CD was made. Each submittal shall be accompanied by a hard copy transmittal sheet that contains the above information along with tabulated information about all files submitted, as shown below:

<u>Electronic File Name</u>	<u>Plate Number</u>	<u>Drawing Title</u>
-----------------------------	---------------------	----------------------

Electronic version of the table shall be included with each submittal set of disks.

3.3 MANUALLY PREPARED AS-BUILT DRAWINGS

Requirements for manually prepared as-built drawings will be specified under each individual task order. Manually prepared drawings will be in lieu of CADD drawings.

3.3.1 Contractor Prepared Final As Built Drawings

Additions and corrections to the contract drawings shall be neat, clean and legible, shall be done to the same level of detail, and shall match the adjacent existing line work, and lettering being annotated in type, density, size and style. Drafting work shall be done using the same medium (pencil, plastic lead or ink) that was employed on the original contract drawings and with graphite lead on paper base material. The Contracting Officer will review as-built drawings for accuracy and conformance to the above specified drafting standards. Corrections, changes, additions, and deletions required shall meet these standards. The title block to be used for any new as-built drawings shall be similar to that used on the original drawings. Only personnel proficient in the preparation of manually prepared drawings shall be employed to modify the original contract drawing or prepare additional new drawings.

a. When final revisions have been completed, each drawing shall be lettered or stamped with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 5 mm (3/16 inch) high. Original drawings shall be marked either "As-Built" drawings denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. All original drawings shall be dated in the revision block.

3.4 SUBMITTAL OF AS-BUILT DRAWING DELIVERABLES

3.4.1 Final As-Built Record Drawings

After completion of all work and acceptance by the Contracting Officer and no later than 30 calendar days after completion of the final inspection the Contractor shall submit final as-built record drawings (In appropriate electronic or manual prepared format as required in the Task Order.) All drawings from the original task order drawings set shall be included, including the drawings where no changes were made. The Government will review all final as-built record drawings for accuracy and conformance to the drafting standards and other requirements contained in DIVISION 1 GENERAL REQUIREMENTS. The Government reserves the right to reject any electronic drawing files it deems incompatible with the specified format. The drawings will be returned to the Contractor if corrections are necessary. Within 7 calendar days the Contractor shall revise the drawings/files accordingly at no additional cost and return the drawings to the same office. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval.

3.5 PAYMENT

Approval and acceptance of the final as-built record drawings shall be accomplished before final payment is made to the Contractor. If the Contractor fails to maintain the working and final as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings.

END OF SECTION

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SECTION 01782

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-11 Closeout Submittals

Project Documents

The Contractor shall maintain all construction documents as required and submit, upon request or upon completion of field operations under the task order, project documents to the Contracting Officer including analytical and chemical quality control results in final report format, as-built drawings, records, and correspondence.

Task Order Closure Report; G

The Contractor shall submit two draft copies of each Task Order's Closure Report to the Contracting Officer's on-site representative for approval within 15 days of completing all restoration activities under a task order. Each draft report shall contain a complete set of prints taken from the CD(s) in accordance with Section 01781 AS BUILT RECORDS AND DRAWINGS.

The Contractor shall submit 5 final copies of each Task Order's Closure report within 15 calendar days of receipt of review comments. Each final report shall contain a complete set of prints taken from the CD(s) in accordance with section 01781 AS BUILT RECORDS AND DRAWINGS.

1.2 PROJECT RECORDS

The Contractor shall maintain at the Contractor's field office one record copy of the task order and scope of work; modifications to the contract and technical requirements of the work; Contracting Officer's or COR directives; and written reports of any significant quality assurance problems. The Contractor shall maintain an activity summary file for each property that shall include: Photographs; Reports on emergency response actions/spill incidents; Records of all site work; Chain-of-custody documents; All laboratory analytical results; All safety and accident reports; Air monitoring reports and data; Construction quality control daily reports; Chemical quality control reports; Cost information.

1.2.1 Maintenance Of Documents

All project record and backup documents shall be stored and managed by the Contractor. The Contractor shall store the documents in the Contractor's field office apart from current working documents. The Contractor shall provide files and racks for storage of documents; locked cabinets or secure storage space; label each document "Project Record" and file documents and samples to facilitate retrieval; maintain documents in a clean, dry legible condition and in good order, and not use record documents for work purposes. The Contractor shall maintain all current records; and make those documents available at all times for inspection by the Contracting Officer or his representatives.

1.3 CLOSEOUT SUBMITTALS

1.3.1 As-Built Field Data Documentation

The Contractor shall prepare and submit as-built records for each separate task order in accordance with Section 01781 AS BUILT RECORDS AND DRAWINGS.

1.3.2 Task Order Closure Report

A Closure Report shall be prepared by the Contractor for each completed task order covering all remediation and restoration actions. The Closure Report shall provide adequate detail to describe and document all activities conducted on each specific project including boundaries of excavation, excavation and backfill volumes, materials placement, documentation of health and safety, sample results for materials brought onto site, problems encountered, material disposal and personnel air monitoring results

1.4 RECORD KEEPING

The following logs, reports and records shall be developed, retained and submitted to the COR and/or entitled regulatory agencies upon request (unless otherwise noted in previous sections):

- (1) Training logs including employees' printed names and signatures in addition to training subject and date or copy of applicable training certificate;
- (2) Daily safety inspection logs;
- (3) Employee/visitor register;
- (4) Medical opinions/certifications;
- (5) Environmental and personal exposure monitoring records; Phaseout reports (final decontamination verification certificates,, final medical certificates, etc.); and,
- (6) A copy of all State licensing certificates required to conduct all required activities.

All personnel exposure and medical monitoring records shall be maintained in accordance with applicable OSHA standards, 29 CFR 1910 and 1926 (including OHSA 200 log and accident/first aid reports.) and WAC 296-62-300 Part P.

1.5 PAYMENT

No separate payment will be made for Task Order Closure Report records and all costs in connection therewith shall be included as an incidental cost in the contract unit prices or lump sum prices for the Schedule Items to which the work pertains except for items which are separately priced.

04003
Miscellaneous Remediation Construction Services
Bunker Hill Mining and Metallurgical Complex Superfund Facility

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

END OF SECTION

04003
Miscellaneous Remediation Construction Services
Bunker Hill Mining and Metallurgical Complex Superfund Facility

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SECTION 02120

DISPOSAL OF EXCAVATED MATERIALS

PART 1 GENERAL

1.1 COST

Payment for earthwork excavation and handling will generally be made under a miscellaneous equipment request as listed for one or more line items on the SCHEDULE or as otherwise designated in the task order.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; other submittals are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Shipping Documents

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 MATERIAL PLACEMENT

Use all suitable material from required excavation, or as much thereof as may be required, for backfill, embankment, topsoil, or other required earthwork. Locations and procedures for stockpiling shall be subject to the approval of the Contracting Officer.

3.2 TRANSPORTATION AND DISPOSAL

All excess or waste excavated material shall be transported directly from the work site to the soil repository. Transportation of excavated materials shall be accomplished by use of covered trucks. The Contractor shall ensure that materials are not blown or spilled along the haul route by use of an appropriate load covering system.

3.2.1 Use of Public Roadways

All contract operations requiring use of public roadways shall conform to local rules and regulations and Section 01501 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS.

3.2.2 Spillage and Cleanup

Spillage associated with loading of the trucks shall be immediately cleaned up and loaded for transport by the Contractor. The Contractor shall ensure that roadways, alleys, and other public access areas are kept clean and not tracked with soil from the excavation areas.

3.3 WASTE MATERIALS

Excavated materials not suitable or required for project use shall generally be assumed contaminated and disposed of at a regional repository within the Bunker Hill Superfund site or in specially designated sites for contaminated materials if so designated. The specific disposal location will be defined in the individual task order. If a specially designated waste site must be used any additional costs will be negotiated.

3.4 USE OF DISPOSAL SITES

3.4.1 General

Contractor shall be responsible to investigate and follow waste acceptance criteria at a disposal facility.

3.4.2.1 Big Creek Repository

Big Creek Repository may be one of the sites identified for disposal. Acceptance criteria are contained under Exhibit 1 attached to the end of this section.

3.5 LIMITATIONS

Do not waste materials within 12 feet of drainage channels; within 12 feet of the edge of prescribed or actual cuts in the case of laterals, wasteways, or drains; or in wetlands. Do not waste by dumping from the top of a natural slope. Leave waste banks with reasonably even and uniform surfaces, and grade and replant waste banks in accordance with Section 02370 EROSION CONTROL.

END OF SECTION

Exhibit 1

FINAL WASTE MATERIAL ACCEPTANCE CRITERIA

BIG CREEK REPOSITORY

AUGUST 7, 2003

General Requirements

The following waste acceptance criteria apply to all hauling contractors and materials proposed for disposal at the Big Creek Repository (BCR) unless otherwise approved by EPA or IDEQ. EPA and IDEQ reserve the right to reject any material that they deem to be inappropriate for disposal at the BCR.

- A) All waste must be exempt from RCRA subtitle C classifications through the Bevill amendment and of geologic parent sources. Materials must be as defined below:
 - 1) Soils or soil like material (typically from remediation of yards or rights of way)
 - 2) Mine tailing material or soil contaminated by mine tailing material
 - 3) Natural rock < 24" in diameter, in any one direction, that is in contact with contaminated material (must be contaminated – non-contaminated materials must be taken to an alternate appropriate landfill)
 - 4) Concrete, brick or cinder block materials < 12" in diameter in any one direction, unless otherwise approved by EPA or IDEQ (must be contaminated – non-contaminated materials must be taken to an alternate appropriate landfill)
 - 5) Asphalt < 12" in diameter in any one direction, unless otherwise approved by EPA or IDEQ (must be contaminated – non-contaminated materials must be taken to an alternate appropriate landfill)
- B) Material:
 - 1) Materials disposed at the BCR will be required to pass the RCRA paint filter test.
 - 2) Materials that do not meet the paint filter test will be re-routed to an alternate source (identified by the hauling contractor) or, temporarily, to a drying area on the BCR.
 - a) The hauling contractor shall be responsible for ensuring the material is dried appropriately and then final-placed in the designated disposal area.
 - b) Alternate placement costs and costs incurred in drying materials and final placement in the designated disposal area will be born by the party responsible for the waste.
 - 3) Slurry or slurry-type materials will not be accepted at the BCR without prior EPA or IDEQ approval.
- C) No organic materials will be allowed unless otherwise approved by EPA or IDEQ.
 - 1) Exceptions are sod from yard clean ups and root balls of trees removed from contaminated areas.
 - 2) Tree limbs or branches will not be allowed.
 - 3) Wood from homes or fences will not be allowed
 - 4) General construction debris will not be allowed.
 - 5) Telephone poles, mine timbers or railroad ties will not be allowed unless approved by EPA or IDEQ prior to disposal.
 - 6) Oil contaminated soils will not be allowed unless approved in advance by EPA or IDEQ. Material contaminated with petroleum products like diesel or gasoline will be allowed after the material has been treated to meet specific criteria established by the State of Idaho for land treatment of petroleum contaminated soils.

- D) Some geologic sources will not be accepted.
 - 1) Brick or block materials >12" in diameter (in any one direction).
 - 2) Concrete > 12" in diameter (in any one direction).
 - 3) Asphalt > 12" in diameter (in any one direction).
 - 4) Tailing material that is solid but excessively wet (see above)
- E) Other materials not approved for disposal
 - 1) Any material that would require disposal under RCRA Subtitle C.
 - 2) Building materials (e.g. metal roofs, tile, shingles, windows, wallboard, wire etc)
 - 3) Tires
 - 4) Auto parts or random metal materials, including concrete or other building materials that have excessive steel reinforcement such as rebar.
 - 5) Soils or other materials contaminated with commercial chemical products or other federally listed waste products per RCRA 40 CFR Part 261.3, including:
 - a) Pesticides
 - b) Solvents
 - c) Paints
 - d) Used oil or antifreeze
 - e) Water contaminated with hazardous materials in any concentration.
- F) Other requirements for disposal.
 - 1) All disposal activities will require a disposal log that provides the following information:
 - a) Concentration of key metals in the disposal material (Pb, As, Cd, Zn).
 - b) Each load hauled to the repository will require that the disposal log contains information on volume for that load, a detailed account of where the load originated from and the general contents of the load (e.g. yard soil, road material, tailing material, yard soil + other yard waste)
 - c) Each project must submit their logs to the DEQ or EPA project manager on a daily basis, unless otherwise approved by the project manager.
 - 2) Decontamination will be the responsibility of the contractor. The government project manager will set the decontamination requirements for each project. Contractors found in noncompliance with the decontamination requirement will be liable for cleanup costs associated with their failure to follow protocol.

Metal Specific Concentrations

- A) Metal concentration of soils will be determined by the agency or contractor responsible for the disposal prior to the time disposal is required. The EPA or DEQ must have the information on the chemical quality of the material requested for disposal at least three working days in advance of the requested disposal activity. Metal concentrations will fall into the ranges listed in the following table. However, certain exceptions will be allowed provided they are approved in advance by the EPA or DEQ. In cases where higher concentrations of metals must be disposed of, stabilization or solidification of the waste may be required. The party requesting disposal will be responsible for all costs associated with the evaluation and final disposal of non-criteria materials.
- B) Metal concentration of the soils will be determined prior to disposal and that information will be conveyed to the EPA or DEQ prior to disposal. Metal concentrations will fall into the following ranges¹:
 - 1) Pb
 - a) Minimum = 700 PPM
 - b) Maximum = 67,100 PPM

- 2) As
 - a) Minimum = 100 PPM
 - b) Maximum = 3,610 PPM
- 3) Cd
 - a) Minimum = 5 PPM
 - b) Maximum = 194 PPM
- 4) Zn
 - a) Minimum = 100 PPM
 - b) Maximum = 25,800 PPM
- 5) Sb
 - a) Minimum = 25 PPM
 - b) Maximum = 623 PPM

¹ Source: Record of Decision; Bunker Hill Mining and Metallurgical Complex Operable Unit 3, September 2002. Upper limits obtained from maximum concentrations recorded during sampling in the CDA Basin. N = 4208 except for Sb N = 4029.

SUMMARY TABLE

<u>Acceptable</u>	<u>Unacceptable</u>
Pb concentrations < 67,100 PPM	Pb concentrations < 700 PPM & > 67,100 PPM
As concentrations < 3,610 PPM	As concentrations < 100 PPM & > 3,610 PPM
Cd concentrations < 194 PPM	Cd concentrations < 5 PPM & > 194 PPM
Zn concentrations < 25,800 PPM	Zn concentrations < 100 PPM & > 25,800 PPM
Sb concentrations < 623 PPM	Sb concentrations < 25 PPM & > 623 PPM
All Bevill exempt material.	Material that doesn't pass the RCRA paint filter test.
Metal contaminated yard wastes (including root balls and sod).	Material > 12" in diameter or natural rock >24" in diameter (in any one direction).
Material <12" in diameter or natural rock <24" in diameter (in any one direction).	Material contaminated with RCRA wastes as defined in 40 CFR Part 261.3.

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SECTION 02300

EARTHWORK

PART 1 GENERAL

1.1 WORK INCLUDED

Various tasks requiring earthwork may include excavation, hauling, disposal, placement, grading and compaction for drainage, utilities, roadways, slope maintenance or other purposes in accordance with the task order requirements. Payment for a specific task under this section will either be made under and as a part of an overall item for the task (eg: Utility systems construction) or by miscellaneous equipment requests as determined by the COR and in conjunction with the price SCHEDULE (Section 00010).

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 1556	(1990, R 1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1991, R 1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2487	(1998) Classification of Soils for Engineering Purposes (Unified Soil Classification System)

1.3 DEFINITIONS

The terms listed below shall be given the following meanings for work items covered under a part of this specification.

1.3.1 Satisfactory Materials

Materials classified in ASTM D 2487 as CL, ML, SM, SP-SM, GP-GM, GW, GM, and GC, and free from roots and other organic matter, trash, debris, and frozen materials and stones larger than 6 inches in any dimension are satisfactory. Off site sources of material shall also be free of contamination.

1.3.2 Unsatisfactory Materials

Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Materials classified in ASTM D 2487 as Pt, OH, and OL are unsatisfactory. Unsatisfactory materials also include man-made fills, refuse, or backfills from previous construction unless otherwise directed.

1.3.3 Cohesionless and Cohesive Materials

Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Cohesionless materials include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Materials classified as GM and SM will be identified as cohesionless only when the fines have a plasticity index of zero.

1.3.4 Degree of Compaction

Degree of compaction is a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557 and specified below as a percent of laboratory maximum density.

1.4 CLASSIFICATIONS

All material from required excavations shall be considered unclassified.

PART 2 PRODUCTS

2.1 BORROW MATERIAL

If borrow material is required, it will be identified in the task order as to on-site availability or to the need for off-site material from commercial sources.

2.1.1 Selection

All off-site sources of borrow material shall be selected to meet requirements and conditions of the particular fill for which it is to be used and shall be subject to the approval of the COR. Borrow material shall be free of clay balls, organics, and shall be well-graded from coarse to fine with a maximum size of 6 inches. Borrow material shall be free from contamination by heavy metals including lead, zinc, arsenic, cadmium, and antimony and shall conform to specification Section 01450 CHEMICAL DATA QUALITY MANAGEMENT.

2.1.2 Borrow Pits

Government provided borrow sites shall require necessary clearing, grubbing, disposal of debris, and satisfactory drainage of borrow pits as incidental operations to the borrow excavation. Overburden and topsoil shall be stockpiled for special purposes. Borrow pits shall be neatly trimmed with no dirt or rubble piles, and no excavated slopes steeper than 1-1/2 horizontal to 1 vertical, after borrow is completed.

PART 3 EXECUTION

3.1 GENERAL

Before beginning excavation or earthwork operations in any area, the COR shall have approved the work plan and locations of such activities and ensure the required preliminary operations have been conducted.

When any excavating operations encounter unknown artifacts or materials of any kind, the operations shall be temporarily discontinued until the COR has been notified and a determination has been made regarding the nature, significance and extent of the item(s) and a decision has been made to preserve the items or materials or allow for their removal.

In all cases, the Contractor shall not interrupt existing surface drainage, sewers or under-drainage, conduits, utilities or similar underground structures unless expressly indicated in the task order instructions, otherwise the Contractor shall take all necessary precautions to preserve such features.

3.2 EXCAVATION

Excavations shall be performed as required for the item of work or with the method and type of equipment as ordered in the task order instructions. Where indicated, excavations shall be conducted under the general directions of the COR. Excavations carried below the depths indicated, without specific directions or approval shall, except as otherwise approved, be refilled to the proper depth with satisfactory material. Such overbreak shall be replaced or removed from the site at the Contractor's expense. All unsuitable material shall be disposed of as specified in the task order instructions.

3.3 FORMATION OF FILLS

Where indicated or directed, fills and embankments shall be constructed at the locations and to lines and grades specified. The material shall be placed in successive horizontal layers of not more than 9 inches in loose depth. Each layer shall be compacted by approved methods before the overlaying lift is placed. Moisture content of the fill or backfill material shall be adjusted by wetting or aerating, as required. Operations on earthwork shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing, or other unsatisfactory conditions of the field. When so directed, the Contractor shall drag, blade, or slope the embankment to provide proper surface drainage.

3.4 SUBGRADE PREPARATION FOR ASPHALTIC CONCRETE SURFACING

Subgrade shall be shaped to line, grade, and cross section, and compacted as specified. Soft or otherwise unsatisfactory material shall be removed and replaced with satisfactory excavated material or other approved material as shown on the drawings or as directed by the Contracting Officer. Low areas resulting from removal of unsatisfactory material or excavation of rock shall be brought up to required grade with satisfactory materials, and the entire subgrade shall be shaped to line, grade, and cross section and compacted as specified.

3.5 COMPACTION

Each layer of the fill or embankment and subgrade shall be compacted as follows:

(a) Under pavements and shoulders: To at least 90 percent in cohesive materials and 95 percent in cohesionless materials (of laboratory maximum density.)

(b) Under non-paved areas: Scarifying, blading, rolling and other approved methods shall be performed as specified in the task order instructions and as directed by the COR to provide a thoroughly compacted subgrade shaped to the required lines and grades.

Recompaction over underground utilities shall be by hand tamping.

3.6 FIELD TESTING CONTROL

3.6.1 Paved Surfaces

Testing shall be the responsibility of the Contractor and shall be performed by an approved commercial testing laboratory or by the Contractor subject to approval. The minimum number and type of testing required shall conform to Table 1 under Section 01451 CONTRACTOR QUALITY CONTROL. Field in-place density shall be determined in accordance with ASTM D 1556 or ASTM D 2167.

3.6.2 Unpaved Surfaces

Testing, if applicable, will be described in the task order instructions.

END OF SECTION

SECTION 02316

EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS

PART 1 GENERAL

1.1 WORK INCLUDED

This section covers the work necessary to excavate trenches for utility installation and to backfill the trenches after the utility system is installed. Installation of the utility conduit or pipe is not included in this section. Excavation for culverts is not included in this section.

1.2 SAFETY AND CODES

1.2.1 Shoring, Sheeting, Bracing, and Sloping

Install and maintain shoring, sheeting, bracing, and sloping necessary to support the sides of the excavation, to keep and to prevent any movement which may damage adjacent pavements, utilities, or structures, damage or delay the work, or endanger life and health. Install and maintain shoring, sheeting, bracing, and sloping as required by EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual.

1.2.2 Excavation Safety

The Contractor shall be solely responsible for making all excavations in a safe manner. Provide appropriate measures to retain excavation sideslopes and prevent rock falls to ensure that persons working in or near the excavation are protected.

1.2.3 Codes, Ordinances, and Statutes

Contractors shall familiarize themselves with, and comply with, all applicable codes, ordinances, statutes, and bear sole responsibility for the penalties imposed for noncompliance.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

Provide all materials and equipment necessary to accomplish the work specified in this section.

2.1.1 Select Fill

Unless otherwise specified, excavated material free from organic material and roots, maximum size 6 inches, and well-graded from coarse to fine. Borrow material obtained from off-site sources shall be free from contamination by heavy metals including lead, zinc, arsenic, cadmium, and antimony and shall conform to specification Section 01450 CHEMICAL DATA QUALITY MANAGEMENT.

PART 3 EXECUTION

3.1 TRENCH EXCAVATION

Trench excavation of whatever substances encountered shall be performed to the lines and grades indicated. During excavation, select fill material satisfactory for backfilling shall be stockpiled in an orderly manner at a distance from the banks of the trench equal to 1/2 the depth of the excavation, but in no instance closer than 2 feet. Excavated material not required or not satisfactory for backfill shall be removed from the site and shall be disposed of in designated waste areas as directed. Grading shall be done as may be necessary to prevent surface water from flowing into the excavation, and any water accumulating therein shall be removed so that the stability of the bottom and sides of the excavation is maintained. Unauthorized overexcavation shall be backfilled in accordance with paragraph BACKFILLING at no additional cost to the Government. Trench width at the top of the pipe shall be pipe outside diameter plus 18 inches minimum.

3.2 CLASSIFICATION OF EXCAVATION

Trench excavation is unclassified. Complete all trench excavation regardless of the type, nature, or condition of the materials encountered. Rock excavation is not included.

3.3 BOTTOM PREPARATION

The bottoms of trenches shall be accurately graded to provide uniform bearing and support for the bottom quadrant of each section of the pipe. Bell holes shall be excavated to the necessary size at each joint or coupling to eliminate point bearing. Stones of 2 inches or greater if any dimension, or as recommended by the pipe manufacturer, whichever is smaller, shall be removed to avoid point bearing.

3.4 JACKING, BORING, AND TUNNELING

Unless otherwise indicated, trench excavation shall be by open cut, except that sections of a trench may be jacked, bored, or tunneled if, in the opinion of the Contracting Officer, the pipe, cable, or duct can be safely and properly installed and backfill can be properly tamped in such sections.

3.5 BACKFILLING

Backfill material shall consist of excavated select fill material. Backfill shall be placed in layers not exceeding 6 inches loose thickness for compaction by hand operated machine compactors, and 8 inches loose thickness for other than hand operated machines unless otherwise specified. Each layer shall be compacted to at least 95 percent maximum density for cohesionless soils and 90 percent maximum density for cohesive soils, unless otherwise specified. The backfill shall be brought up evenly on both sides of the pipe for the full length. Care shall be taken to ensure thorough compaction of the full under the haunch of the pipe.

3.6 SPECIAL REQUIREMENTS

Special requirements for both excavation and backfill relating to the specific utilities are as follows:

3.6.1 Water Lines

Trenches shall be of a depth to provide a minimum cover of 3 feet from the existing ground surface, or from the indicated finished grade, whichever is lower, to the top of the pipe. For fire protection yard mains or piping, an additional 6 inches of cover is required.

3.6.2 Electrical Distribution System

Direct burial cable and conduit or duct line shall have a minimum cover of 24 inches from the finished grade, unless otherwise indicated.

3.7 PLASTIC MARKING TAPE

Warning tapes shall be installed directly above the pipe, at a depth of 18 inches below finished grade unless otherwise shown. The plastic tape shall be acid and alkali-resistant polyethylene film, 6 inches wide with minimum thickness of 0.004 inch. Tape shall have a minimum strength of 1750 psi lengthwise and 1500 psi crosswise. Tape color shall be as specified in Table 1 and shall bear a continuous printed inscription describing the specific utility. The tape shall be manufactured with integral wires, foil backing or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep. The tape shall be of a type specifically manufactured for marking and locating underground utilities. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it from corrosion.

Table 1. Tape Color

Red:	Electric
Yellow:	Gas, Oil, Dangerous Materials
Orange:	Telephone, Telegraph, Television, Police, and Fire Communications
Blue:	Water Systems
Green:	Sewer Systems

3.8 FIELD TESTING CONTROL

3.8.1 Paved Surfaces

Testing shall be the responsibility of the Contractor and shall be performed by an approved commercial testing laboratory or by the Contractor subject to approval. The minimum number and type of testing required shall conform to Table 1 under Section 01451 CONTRACTOR QUALITY CONTROL. Field in-place density shall be determined in accordance with ASTM D 1556 or ASTM D 2167.

3.8.2 Unpaved Surfaces

Testing, if applicable, will be described in the task order instructions.

END OF SECTION

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SECTION 02370

EROSION CONTROL

PART 1 GENERAL

1.1 WORK INCLUDED

The work may require installation of certain erosion control items consisting of silt fences, straw bales barrier, and hydroseeding or other features as directed by the Contracting Officer.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AGRICULTURAL MARKETING SERVICE (AMS)

AMS-01 (Aug 95) Federal Seed Act Regulations Part 201

1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Detail Drawings; GA.

Submit detail drawings for proposed materials and construction of silt fences.

SD-08 Statements

Delivery of Seed; FIO.

SD-13 Certificates

Certificates of Compliance, Seed, Materials; GA.

For seed mixture, percent pure live seed, maximum weed seed content and state certification.
For other materials, certifying that materials meet the requirements specified.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Delivery

A delivery schedule shall be provided at least 10 calendar days prior to the first day of seed delivery.

1.4.2 Inspection

Seed shall be inspected upon arrival at the job site for conformity to species and quality. Seed that is wet, moldy, or bears a test date five months or older, shall be rejected. Other materials shall be inspected for compliance with specified requirements. Unacceptable materials shall be removed from the job site.

1.4.3 Storage

Materials shall be stored in designated areas. Seed shall be stored in cool, dry locations away from contaminants.

1.4.4 Time Limitation

Hydroseeding time limitation for holding seed in the slurry shall be a maximum 24 hours.

PART 2 PRODUCTS

2.1 SILT FENCES

Silt fences shall consist of approved filter fabric supported on wire mesh fencing having line posts at 10-foot centers and constructed according to Best Management Practices document for State of Idaho.

2.2 SEED

2.2.1 Seed Classification

State-certified seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS-01 and applicable state seed laws.

2.2.2 Seed Mix

Seed mix shall have the following composition and quality. Seed shall be applied at a minimum application of 70 pounds of seed per acre using a hydroseeder. The application shall include a minimum of 500 pounds of fertilizer and 2,000 pounds of wood cellulose fiber per acre.

Common name	Scientific name	Pct by wt.	Min. pct.	# PLS* / Acre
Slender wheatgrass	<i>Elymus trachycaulus ssp. trachycaulus var. Revenue</i>	20.00	19.6	14.0
Creeping red fescue	<i>Festuca rubra var. Pennlawn</i>	7.00	6.86	4.9
Meadow foxtail	<i>Alopecurus pratensis</i>	7.00	6.86	4.9
American Sloughgrass	<i>Beckmannia syzigachne</i>	3.50	3.43	2.5
Redtop	<i>Agrostis alba</i>	0.50	0.49	0.4
Alsike clover	<i>Trifolium hybridum</i>	5.00	4.9	3.5
Idaho fescue	<i>Festuca idahoensis var. Joseph</i>	8.00	7.84	5.6
Sheep fescue	<i>Festuca ovina var. Covar</i>	6.00	5.88	4.2
Mountain brome	<i>Bromus marginatus var. Bromar</i>	11.00	10.78	7.7
White Yarrow	<i>Achillea millefolium</i>	1.00	0.98	0.7
Blue flax	<i>Linum lewisii var. Appar</i>	8.00	7.84	5.6
Rocky Mountain penstemon	<i>Penstemon strictus</i>	5.00	4.9	3.5
Canada bluegrass	<i>Poa compressa</i>	1.00	0.98	0.7
Big bluegrass	<i>Poa ampla var. Sherman</i>	2.00	1.96	1.4
Cicer milkvetch	<i>Astragalus cicer</i>	15.00	14.7	10.5
Weed seed			0.5 (Max.)	
Inert and other crop			1.5 (Max.)	
		100.00	100	70.0

* pure live seed

2.2.3 Quality

Weed seed shall be a maximum 0.5 percent by weight of the total mixture.

2.3 STRAW BALES

Straw or hay bales suitable for erosion control applications.

PART 3 EXECUTION

3.1 INSTALLATION OF SILT FENCES AND STRAW BALES BARRIER

3.1.1 Silt Fences

Install silt fences in accordance with the approved detail drawings as directed by the Contracting Officer.

3.1.2 Straw Bale Barrier

Install straw bales barrier as directed by the Contracting Officer.

3.2 MAINTENANCE OF SILT FENCES AND STRAW BALES BARRIER

This work will consist of inspection of installed silt fences and straw bales and performing repairing, aligning, replacing of small damaged sections, and cleaning those items as required to maintain them in satisfactory operating condition.

3.3 SEED INSTALLATION

Hydroseed areas directed by the Contracting Officer using equipment suitable to properly apply the materials as intended. Seeding operations shall not take place when the wind velocity will prevent uniform seed distribution.

3.3.1 Seeding Equipment Calibration

Immediately prior to the commencement of seeding operations, calibration tests shall be conducted on the equipment to be used. These tests shall confirm that the equipment is operating within the manufacturer's specifications and will meet the specified criteria. The equipment shall be calibrated a minimum of once every day during the operation. The calibration test results shall be provided within 1 week of testing.

3.3.2 Hydroseeding

Seed shall be mixed to ensure broadcast at the specified rate. Slurry shall be uniformly applied under pressure over the entire area. The hydroseeded area shall not be rolled.

END OF SECTION

SECTION 02380

RIPRAP

PART 1 GENERAL

1.1 DESCRIPTION

This work shall consist of furnishing and placing stone riprap for use as bank revetment and filters as shown on the task order drawings.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 127	(1988; R 1993) Specific Gravity and Absorption of Coarse Aggregate
ASTM D 3740	(1996) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock Used in Engineering Design and Construction
ASTM D 4992	(1994) Evaluation of Rock to be Used for Erosion Control
ASTM E 548	(1994) General Criteria Used in Evaluating Laboratory Competence

CORPS OF ENGINEERS (COE)

COE CRD-C 107	(1988; R 1993) Specific Gravity and Absorption of Coarse Aggregate ASTM C 127
COE CRD-C 148	(1969) Method of Testing for Expansive Breakdown on Soaking in Ethylene Glycol available online at http://www.wes.army.mil/SL/MTC/handbook/handbook.htm

ENGINEERING MANUALS (EM)

EM 1110-2-1601	(1994) Hydraulic Design of Flood Control Channels. The manual is available online at http://www.usace.army.mil/inet/usace-docs/eng-manuals/em1110-2-1601/toc.htm
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1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES

SD-01 Data

Stone; GA

Submit the source for stone materials used in riprap.

SD-09 Reports

Evaluation Tests; GA.

Quality test on the stone in accordance with PART 2, paragraph 2.1 - Evaluation of Testing of Stone shall be the responsibility of the Contractor. Submit a copy of the test reports.

Gradation Test; GA.

Submit the gradation tests using the GRADATION TEST DATA SHEET enclosed at end of this section for stone used as riprap.

SD-13 Certificates

Stone; FIO.

Submit certificates of compliance attesting that the riprap materials meet specification requirements.

Laboratory; GA.

Submit a copy of the documents, provided by the Materials Testing Center (MTC) at CEWES or by Mr. Jim Hinds at telephone (503) 808-4846, that validates that the laboratory can perform the required tests. The individual tests shall be listed for which the validation covers along with the date of the inspection.

1.4 QUARRY

It is the Contractor's responsibility to determine that the stone source or combination of sources selected is capable of providing the quality, quantities, and gradation needed and at the rate needed to maintain the scheduled progress of the work. The Contractor shall be responsible for all arrangements for quarry permits and right-of way, for adequate investigation, and exploration, and for selection, development, and operation of the quarry to supply stones for this contract of the weight, size, and quality specified herein. Stone shall be free from contamination by heavy metals including lead, zinc, arsenic, cadmium, and antimony and shall conform to specification Section 01450 CHEMICAL DATA QUALITY MANAGEMENT.

1.5 GOVERNMENT TESTING

1.5.1 Stone Sources

The acceptability of stone will be determined by existing laboratory tests, geologic examination, and/or sampling and laboratory testing. Contractor shall submit quarry test results from a laboratory that has been validated by the Corps of Engineers, in accordance with the tests specified herein and which are representative of the stone to be used on the project. The Contractor shall submit laboratory test documentation to the Contracting Officer within 90 days of receipt of Notice to Proceed. Such tests will be evaluated to determine if stones from the selected source can meet quality standards as hereinafter specified. No laboratory stone testing will be performed at Government expense prior to and after award of the contract.

1.5.2 Evaluation Testing of Stone

In the event existing satisfactory laboratory test results are not available, the material shall be subjected to the tests outlined in these specifications to determine the acceptability for use in the project. Contractor shall have the option to test representative quarry samples at the Materials Testing Center (MTC) at the U.S. Army Waterways Experiment Station in Vicksburg, MS or at one or more Corps of Engineers validated commercial laboratories that have been designated to perform the required test(s). Not all commercial labs are validated for all tests.

1.5.2.1 Validation of Commercial Materials Testing Laboratories by MTC

Commercial laboratory selected by the Contractor to perform the required testing shall be validated based on compliance with ASTM E 548 and relevant paragraphs of ASTM D 3740, and no work requiring testing shall be permitted until the laboratory has been inspected and validated. The "Laboratory Inspection Information Request" form with pertinent addresses and phone numbers is available on the World Wide Web at internet address:

<http://www.wes.army.mil/SL/MTC/inspection.htm> (letters are case sensitive).

See Part I, Paragraph 1.3 SUBMITTALS, subparagraph Certificates. Contractor shall be aware that the process to arrange for validation of a materials testing laboratory through the MTC; the time to conduct the laboratory validation inspection and write the report; the time to coordinate and prepare the validation certificate; and the time to complete the specified laboratory testing may range from 6 to 12 weeks duration. Also, Contractor shall be aware that the MTC does not certify nor does it provide any accreditation to laboratories. The MTC conducts inspections to validate the capability of a laboratory to perform specific tests as required by contract with the U.S. Army Corps of Engineers. Contractor shall be responsible for the cost of laboratory validation conducted through the MTC. Contractor should budget, at a minimum, \$2,000 for this process. No materials testing nor laboratory validation inspections will be performed at Government expense.

1.5.3 Stone Sampling

Representative samples of stone from one or more quarries shall be collected by a representative of the Quarry under the supervision of the Contracting Officer for testing and acceptance prior to delivery of stone from quarry source to the site of the work. Information to be provided with the samples shall include the location within the quarry from which the sample was taken along with a field examination of the quarry. The field examination shall include the information outlined in

ASTM D 4992, paragraph 7. A sample of stone is defined as 5 to 7 pieces roughly cubical in shape, with each single piece weighing between 70 and 100 pounds, and total cumulative weight of approximately 500 pounds. A separate quarry sample shall be made for each different stone type. Shipped materials shall be identified as follows:

Project: Bunker Hill Superfund Facility
ID, WA

Contract Number: _____

Contractor's Name: _____

CENWS Point of Contact: Richard Fink (ACO) at (208) 762-5915 (ext 222)

Quantity of Material Enclosed (No. of Sacks/Pallets)

Quarry Source Name and Location including 1/4, 1/4, Section, Township, Range

1.5.3.1 Samples to MTC

For stone samples being tested at the MTC Contractor shall ship sample(s) at its expense directly to Waterways Experimental Station, Structures Laboratory, 3909 Halls Ferry Road, Vicksburg, MS 39180, Attn: Mr. Joe Tom (601) 634-3278. The ACO shall be notified to arrange for testing at least 20 workdays before the stone leaves the quarry. The Contractor should contact the MTC to determine the budget required for each suite of stone test specified herein

1.5.3.2 Optional Commercial Laboratories

Contractor shall have the option to ship samples at its expense to one or more commercial materials testing laboratory which have been validated by the Corps of Engineers to perform the specified tests herein. Also, Contractor shall have the option to employ one or more of the currently validated laboratories located throughout the United States. Point of Contact pertaining to a list of current validated materials testing laboratories is Project Manager, Ms. Ginny Dierich at telephone (206) 764-3265.

1.5.4 Acceptance of Materials

Acceptance of a source of stone is not to be construed as acceptance of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for stone as determined by the Contracting Officer. The Contracting Officer also reserves the right to reject individual units of produced specified materials in stockpiles at the quarry, all transfer points, and at the project construction site when such materials are determined to be unsuitable. Inspection for acceptance of individual stones will be at the project construction site. If the Contracting Officer, during the inspections, finds that the stone quality, gradation or weights of stone being furnished are not as specified or are questionable, re-sampling and re-testing by the Contractor will be required. Sampling of the delivered stone for testing and the manner in which the testing is to be performed shall be as directed by the Contracting Officer. This additional sampling and testing shall be performed at the Contractor's expense when test results indicate that the materials do not meet specified requirements. When test results indicate that materials meet specified requirements, an equitable adjustment in the contract price will be made for the sampling and testing. Any material rejected shall be removed or disposed of as specified and at the Contractor's expense.

1.5.5 Failure and Breakage of Stones

No material or stone shall be placed until those materials have been approved by the Contracting Officer for use. Any stone broken during handling or placing will be subject to reclassification. Broken pieces shall be removed to a section for which the new sizes are appropriate. If an appropriate section is not available, the broken pieces shall be removed from the site of work and no payment made therefor. Any stone heavier than maximum weight for particular section may be placed in that section. No contract extension will be granted because materials fail to meet the specification requirements. Stone failing to meet the specified requirements will be removed from the site of work at no additional cost to the Government.

PART 2 PRODUCTS

2.1 EVALUATION TESTING OF STONE

Where previous testing and service records satisfactory to the Contracting Officer are unavailable, representative samples of riprap (see Paragraph 2.3) from proposed sources selected in the presence of the Contracting Officer, shall be submitted for testing as the Contracting Officer shall direct.

- a. Such tests shall include but not be limited to bulk specific gravity (SSD), unit weight, absorption (COE CRD-C 107 or ASTM C 127) and expansive breakdown on soaking in Ethylene Glycol (COE CRD-C 148).
- b. Such tests and service records will be evaluated to help determine if stone from the given source can meet quality standards specified herein. Government will notify Contractor of unsatisfactory documentation within 35 days after submittal has been received. Should the Contractor's documentation not include recent (less than 3 years old) satisfactory test results, or fail in any way to satisfy the CO, samples of the stone proposed for use shall be selected in the presence of the CO and delivered by the Contractor to a Government validated laboratory.
- c. All costs for delivery and testing shall be the Contractor's expense. Samples shall be selected according to paragraph 1.5.3 – Stone Sampling and delivered to the laboratory with 10 days after receipt of notification of insufficient or unsatisfactory documentation.
- d. Satisfactory Contractor documentation or laboratory test results on stone samples will not constitute approval of all stone in the quarry and will not in any way change the Contractor's responsibility for obtaining and developing a satisfactory source of stone.
- e. Throughout duration of this contract, the Government may sample and test stone delivered to the work site and proposed for use in construction.
- f. No contract extension will be granted for specified submittal and testing time or because materials fail to meet the specifications. Stone failing to meet the specified requirements will be removed from the off loading facility and the worksite at no additional cost to the Government.
- g. No riprap shall be placed until the stone has been approved for use.

2.2 STONE QUALITY

Each piece of stone accepted for use shall be composed of hard, strong, durable materials that will not slake or deteriorate on exposure to the action of water or atmosphere. Stone shall be clean and angular, and longest dimension of any stone shall not exceed three times the shortest dimension. Stone shall be free of expansive or other materials that could cause accelerated deterioration by exposure to project climatic conditions. Stone shall be free of cracks, blast fractures, bedding, seams and other defects that would tend to increase its deterioration from natural causes. Inspections for cracks, fractures, seams, bands of minerals, deleterious materials, and defects shall be made by visual examination. A hairline crack that is defined as being detrimental shall have a minimum width of 0.1 mm and shall be continuous for one-third the dimension of at least two sides of the stone. Stone shall be free of bands of minerals and deleterious materials that would result in breakage or reduction of specified stone weights or dimensions during or after placement. Each stone shall have sufficiently uniform physical properties throughout so that all portions of the stone will meet the specified test requirements. Weak or inferior-appearing portions of any non-uniform type stone will be subjected to testing necessary to determine that the stone will not be susceptible to splitting or differential weathering. Any stone containing an inferior stone material portion that does not meet the specified test requirements will be rejected as unsatisfactory for construction. Igneous flow breccia and volcanic breccia and sedimentary rocks have not performed well as revetment and are considered unsuitable.

2.2.1 Specific Gravity and Absorption

All stone for riprap and filter material shall have a minimum bulk specific gravity, saturated surface dry (SSD), of 2.60 and a maximum bulk specific gravity of not more than 2.90 based upon water having a unit weight of 62.4 pounds per cubic foot. The stone shall have an absorption less than 3 percent unless other tests and service records show that the stone is satisfactory.

Specific gravity and absorption will be determined in accordance with ASTM C 127 (COE CRD-C 107), modified as follows: the test sample will consist of about 5,000 grams of generally cubical pieces of stone passing the 2-inch and retained on the 1-1/2 inch standard square mesh sieve sizes. Test pieces will be laboratory prepared by jaw crushing and chipping. Test method permits a variance in reproduction of test results of 0.02 in BSSD specific gravity and 0.05 percent in percentage of absorption. This variance in specific gravity is equivalent to a variance of plus-or-minus 1.2 pounds per cubic foot in unit weights computed from the specific gravity.

2.2.2 Expansive Breakdown on Soaking in Ethylene Glycol

Accelerated Expansion (15 Days): The test sample will be tested in accordance with COE CRD-C 148 except as herein specified. Testing procedure for sample size in COE CRD-C 148 will be modified as follows: The test sample will be from 4,950 grams (10.83 pounds) to 5,050 grams (11.05 pounds) of 1-1/2 inch to 2 inch pieces. Test results will be computed by dividing the number of pieces that breakdown by the number of pieces in the original test sample. Failure or breakdown is defined as any piece separating into two or more pieces or losing sufficient surface material to allow it to pass through the 1-1/2 inch sieve. Maximum allowable breakdown is 10 percent over a period of 15 days. Weight loss based on the original oven dry weight will be recorded.

2.3 RIPRAP

2.3.1 General

Riprap is defined as a stone material having a gradation band similar to those specified in EM 1110-2-1601, Chapter 3, uniform graded material. Riprap is normally produced by mechanical methods, with a jaw crusher and grizzly after the stone has been mined by blasting in a quarry. Riprap gradations have a maximum top size of 4 tons. Riprap shall be sound, durable, angular quarried stone and shall be of a suitable quality to ensure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, blast fractures, bedding, seams and other defects that would tend to increase its deterioration from natural causes. The riprap shall be clean and adequately free from all foreign matter. Any foreign material adhering to or combined with the stone as a result of stockpiling shall be removed prior to placement.

2.3.2 Riprap Testing Requirements

All riprap that is delivered to the jobsite and incorporated into the project shall meet the quality and testing requirements as described under paragraphs 2.1 – Evaluation Testing of Stone, and 2.2 – Stone Quality (including all subparagraphs). The tests shall be conducted by the Contractor in accordance with applicable ASTM and Corps of Engineers methods of tests given in the Handbook for Concrete and Cement, and shall be performed at Waterways Experiment Station or a laboratory validated by the Corps of Engineers.

2.3.3 Riprap Gradation

Riprap shall be well-graded and shall conform to the gradation requirements from EM 1110-2-1601 as shown in the tables below. Gradation testing described under paragraph 3.4 - TESTS AND INSPECTIONS shall be performed at least once for each 1000 cubic yards to be delivered to the project site.

Limts of Stone Weight in Pounds for Percent Lighter by Weight								
D_{max}	D_{100}		D_{50}		D_{15}		$D_{30(min)}$	$D_{90(min)}$
in Inches	Max	Min	Max	Min	Max	Min	in Inches	in Inches
9	36	15	11	7	5	2	5	7
18	292	117	86	58	43	18	9	13
24	691	276	205	138	102	43	12	17

Specific weight of stone = 165 lbs/cu ft

These are standard riprap gradations from Table 3-1 of EM 1110-2-1601, 30 June 1994

2.3.4 Worksite Stockpile

Temporary storage of riprap at a worksite will be allowed, provided the stockpile toe of the riprap be no closer than 100 linear feet from the closest edge of the excavation top slope or fill limit, and the amount shall not exceed 200 tons, unless otherwise approved.

PART 3 EXECUTION

3.1 DEMONSTRATION SECTION

Prior to placement of riprap, the Contractor shall construct a section of riprap to demonstrate its proposed operations for production placement. The section shall demonstrate procedures and capability of grading and placing riprap within the tolerances specified. The locations of the demonstration sections shall be approved by the Contracting Officer. The installation shall conform to all applicable specifications. For bank protection, the demonstration section shall be 100 feet in length and shall also include the subsurface toe, if applicable. For subsurface scour protection, the demonstration section shall be the entire length of approximately 35 feet long, between two weirs within a weir group.

3.1.1 Methods and Equipment

Methods and equipment employed for placement shall demonstrate the adequacy for use in placement of riprap shall conform with the requirements specified. The quantities of all materials placed within the section shall be accurately tabulated and provided immediately to the Contracting Officer for comparison with computed quantities.

3.1.2 Demonstration Section Evaluation

The Contractor shall not proceed with placing riprap protection prior to the approval of the demonstration section. Within a period of 1 day after completion of the section, the Contracting Officer shall determine the adequacy of the section to function as part of the permanent construction. The Contractor shall be notified as to the acceptability of the section and may be directed to modify methods of construction, and remove the section if necessary.

3.1.3 Removal of Demonstration Section

If removal of the demonstration section is required, it shall be conducted in such a manner as to maintain the integrity of the underlying subgrade. The Contractor shall make his own arrangements for disposal in areas not located on the site.

3.2 BASE PREPARATION

Areas on which riprap is to be placed shall be graded and/or dressed to conform to cross sections shown on the contract drawings within an allowable tolerance of plus or minus 3 inches from the theoretical lines and grades. The prepared base shall be approved by the Contracting Officer. Where such areas are below the allowable minus tolerance limit they shall be brought to grade by fill with earth similar to the adjacent material and then compacted to a density equal to the adjacent in place material.

3.3 PLACEMENT OF RIPRAP

3.3.1 General

- a. Riprap shall be placed in such manner as to produce a well graded mass of stone with the minimum practicable percentage of voids, and shall be constructed to the lines and grades shown on the drawings. A tolerance of plus or minus 3 inches from the slope lines and grades shown on the drawings will be allowed in the finished surface of the riprap paving, except that the extreme of this tolerance shall not be continuous over an area greater than 1,000 square feet.
- b. The desired distribution of the various sizes of stones throughout the mass shall be obtained by selective loading of the material at the quarry or other source, or by other methods of placement which will produce the specified results. The larger stones shall be well distributed and the entire mass of stones in their final position shall be roughly graded to conform to the gradation specified in paragraph RIPRAP, subparagraph "Riprap Gradation". After placement, rearranging of individual stones will be required to the extent necessary to obtain a well-graded distribution of stone sizes as specified above. Spaces between the larger stones shall be filled with spalls and smaller stones of the largest feasible size to form a compact mass. Spalls and small stones shall not be placed in nests in lieu of larger size stone.
- c. Placing riprap by dumping it at the top of the slope and pushing it down the slope will not be permitted. Placing riprap in layers will not be permitted. Placing riprap by dumping into chutes or by similar methods likely to cause segregation of the various sizes will not be permitted.
- d. Riprap shall be placed within the limits shown on the drawings. The drop height for stones less than 250 pounds shall be less than 1 foot and stones greater than 250 pounds shall be placed with no free fall. If stones greater than 250 pounds must be dropped on areas with filter material, or if a height of drop greater than 1 foot is required, then field trials shall be performed to determine the maximum height of safe drop without damaging the filter or filter fabric.
- e. At no time shall equipment operate on unprotected filter or filter fabric. No equipment shall be operated directly on the completed stone protection system.
- f. The Contractor shall maintain the stone protection until the entire completed project is accepted by the Contracting Officer. Any material displaced by any cause shall be replaced at his expense to the lines and grades shown on the drawings.

3.4 TESTS AND INSPECTIONS

3.4.1 Gradation Tests

The Contracting Officer may direct this testing under the Contract Clause INSPECTION OF CONSTRUCTION. The Contractor shall provide all necessary screens, scales and other equipment, and operating personnel, and shall grade the sample. Certification and test results shall represent riprap, filter material, and quarry run stone shipped from the quarry. Certification and tests results must be received by the Contracting Officer at the jobsite before the riprap, filter material, or quarry run stone is used in the work.

3.4.1.1 Testing at Quarry or Stockpile

The Contractor shall perform a gradation test or tests on the riprap and filter material at the quarry or stockpile in accordance with paragraph STANDARD TEST METHOD FOR GRADATION OF RIPRAP AND FILTER MATERIAL. The samples shall be taken by the Contractor in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer not less than 3 days in advance of each test. At least one stockpile or quarry gradation test shall be performed per 1000 cubic yards of each size of riprap. The gradation tests shall be reported using the GRADATION TEST DATA SHEET attached at end of this section. The sample shall consist of not less than 15 tons riprap, or 1 ton of filter material and shall be collected in a random manner which will provide a sample which accurately reflects the actual gradation arriving at the jobsite. Failure of the test on the initial sample and on an additional sample will be considered cause for rejection of the quarry and/or quarry process, and all riprap or filter material represented by the failed tests shall be set aside and not incorporated into the work. Any additional tests required because of the failure of an initial test sample will not be considered as one of the other required tests. If collected by the truckload, each truckload shall be representative of the gradation requirements.

3.4.1.2 In-Place Testing

One in-place gradation test shall be performed on each 1,000 cubic yards or portion thereof placed. In-place test areas shall be not less than 12 feet by 12 feet and shall include the full thickness of the placed riprap or filter material without disturbing or including the underlying material and shall meet the minimum sample size specified above. Each pit excavated for an in-place test sample shall be refilled and reworked to provide a surface void of signs of disturbance. If the gradation test fails, additional gradation tests will be required at the Contractor's expense to delineate the limits of unacceptable stone. The additional gradation tests shall not count as part of the minimum number of gradation tests required. The unacceptable stone shall either be reworked to bring the stone within the specified gradation or the stone shall be removed from the project site as determined by the Contracting Officer.

3.4.2 Standard Test Method for Gradation of Riprap and Filter Material

- a. Select a representative sample (Note No. 1), weigh and dump on hard stand.
- b. Select specific sizes (see example) on which to run "individual weight larger than" test. (See Note No. 2). Procedure is similar to the standard aggregate gradation test for "individual weight retained".
- c. Determine the largest size stone in the sample. (100 percent size).
- d. Separate by "size larger than" the selected weights, starting with the larger sizes. Use reference stones, with identified weights, for visual comparison in separating the obviously "larger than" stones. Stones that appear close to the specific weight must be individually weighed to determine size grouping. Weigh each size group, either individually or cumulatively.
- e. Paragraph d above will result in "individual weight retained" figures. Calculate individual percent retained (heavier than), cumulative percent retained, and cumulative percent passing (lighter than). Plot percent passing, along with the specification curve on ENG Form 4794-R provided at the end of this section.

NOTE NO. 1: Sample Selection: The most important part of the test and the least precise is the selection of a representative sample. No "standard" can be devised; larger quarry run stone is best sampled at the shot or stockpile by given direction to the loader; small graded stone is best sampled by random selection from the transporting vehicles. If possible, all parties should take part in the sample selection and agree before the sample is run that the sample is representative.

NOTE NO. 2: Selection of Size for Separation: It is quite possible and accurate to run a gradation using any convenient sizes for the separation, without reference to the specifications. After the test is plotted on a curve, then the gradation limits may be plotted. Overlapping gradations with this method are no problem. However, it is usually more convenient to select points from the gradation limits, such as the minimum 50 percent size, the minimum 15 percent size, and one or two others, as separation points. For these types of stone gradations the separation points need to be selected as the smallest size stone at each break in the gradation specified.

-- End of Text --

GRADATION TEST DATA SHEET

Quarry _____ Type of Stone Tested _____

Date of Test _____ Testing Rate _____

TEST REPRESENTS

Contract No.	District	Tons
TOTAL		

GRADATION

Stone Size (lbs)	Weight Retained	Individual % Retained	Cumulative %Retained	%Pass	Specification % Finer by wt.
Total Weight					
Max Stone Size =					

Remarks:

I certify that the above stone sample is representative of the total tonnage covered by this test report

Contractor Representative _____

Government Representative _____

-- End of Section --

SECTION 02640

CULVERTS

PART 1 GENERAL

1.1 WORK INCLUDED

This section covers the work required to install new or replace existing culverts, complete. The work includes excavation as required, removal of existing culverts as required, installation and backfill of trenches. Surface restoration and disposal of removed culverts and unsuitable material are included in other sections and pay items.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO HB-16 (1996) Standard Specifications for Highway Bridges

AASHTO M 294 (1998) Corrugated Polyethylene Pipe, 300- to 1200- mm
Diameter

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 1248 (1998) Polyethylene Plastics Extrusion Materials for Wire
and Cable

ASTM D 1556 (1990, R 1996) Density and Unit Weight of Soil in Place by
the Sand-Cone Method

ASTM D 2167 (1994) Density and Unit Weight of Soil in
Place by the Rubber Balloon Method

1.3 SHORING, SHEETING, EXCAVATION SAFETY, AND REGULATORY REQUIREMENTS

See Section 02316, EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS.

1.4 SUBMITTALS

The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-06 Instructions

Installation; FIO

Manufacturer's instructions for handling and installing materials provided.

SD-13 Certificates

Certificates of Compliance; FIO

Manufacturer's Certificate of Compliance stating that the manufactured materials comply with these and referenced specifications.

1.5 DELIVERY, STORAGE, AND HANDLING

1.5.1 Delivery and Storage

Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling. Materials shall not be stored directly on the ground. The inside of pipes and fittings shall be kept free of dirt and debris. Gasket materials and plastic materials shall be protected from exposure to the direct sunlight over extended periods.

1.5.2 Handling

Materials shall be handled in such a manner as to insure delivery to the trench in sound, undamaged condition. Pipe shall be carried to the trench, not dragged.

PART 2 PRODUCTS

2.1 PIPE FOR CULVERTS

2.1.1 Corrugated Polyethylene (CPE) Pipe

CPE pipe shall be high-density polyethylene corrugated pipe with smooth interior. Pipe and fittings shall be manufactured from high-density polyethylene resin that shall meet or exceed the requirements of Type III, Category 4 or 5, Grade P33 or P34, Class C per ASTM D 1248. Pipe manufactured to AASHTO M 294.

(a) The nominal size of the pipe is based on the nominal inside diameter of the pipe. The tolerance on the specified inside diameter shall be +3 percent, -1 percent or 1/2 inch, whichever is less.

(b) The pipe shall be joined by split corrugated couplings at least seven corrugations wide and exceeding the soil tightness requirements of the AASHTO Standard Specifications for Highway Bridges.

2.2 JOINTS

Use standard couplings and fittings provided by the CPE pipe manufacturer.

PART 3 EXECUTION

3.1 EXCAVATION FOR PIPE CULVERTS

3.1.1 Trenching

The width of trenches at any point below the top of the pipe shall be not less than the outside diameter (O.D.) of the pipe plus 18 inches. Sheeting and bracing where required shall be placed within the trench width. Care shall be taken not to overexcavate.

3.1.2 Removal of Unsuitable Material

Where wet or otherwise unsuitable soil incapable of properly supporting the pipe, as determined by the Contracting Officer, is unexpectedly encountered in the bottom of a trench, such material shall be removed to the depth required and replaced to the proper grade with Borrow Area Material specified in Section 02300, EARTHWORK, and compacted as provided in paragraph "BACKFILLING." When removal of unsuitable material is due to the fault or neglect of the Contractor in his performance of shoring and sheeting, water removal, or other specified requirements, resulting material shall be excavated and replaced. Disposal of unsuitable material shall be as specified in Section 02120, DISPOSAL OF EXCAVATED MATERIALS.

3.2 BEDDING

The bedding surface for the pipe shall provide a firm foundation of uniform density throughout the entire length of the pipe. Pipe shall be bedded carefully in a soil foundation accurately shaped and rounded to conform to the lowest one-fourth of the outside portion of circular pipe for the entire length of the pipe. The bedding shall be tamped. Depressions for joints shall be only of such length, depth, and width as required for properly making the particular type of joint. Bedding for pipe shall be select excavated material free of rocks larger than 2 inches. Bedding material shall be used for initial backfill and compacted to 12 inches above top of pipe.

3.3 PLACING PIPE

Each pipe shall be carefully examined before being laid, and defective or damaged pipe shall not be used. Pipelines shall be laid to the grades and alignment indicated. Proper facilities shall be provided for lowering sections of pipe into trenches. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather are unsuitable for such work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary. All pipe in place shall be inspected before backfilling, and those pipes damaged during placement shall be removed and replaced. Laying shall be with the separate sections joined firmly, and shall follow manufacturer's recommendations.

3.4 BACKFILLING

3.4.1 Backfilling Pipe in Trenches

After the pipe has been properly bedded, selected material from excavation or borrow, at a moisture content that will facilitate compaction, shall be placed along both sides of pipe in layers not exceeding 6

inches in compacted depth. The backfill shall be brought up evenly on both sides of pipe for the full length of pipe. Care shall be taken to insure thorough compaction of the fill under the haunches of the pipe. Each layer shall be thoroughly compacted with mechanical tampers or rammers. This method of filling and compacting shall continue until the fill has reached an elevation of at least 12 inches above the top of the pipe. The remainder of the trench shall be backfilled and compacted by spreading and rolling or compacted by mechanical rammers or tampers in layers not exceeding 6 inches close thickness for compaction by hand operated machine compactors, and 8 inches loose thickness for other than hand operated machines. Tests for density will be made as necessary to insure conformance to the compaction requirements specified elsewhere in this paragraph. Where it is necessary in the opinion of the Contracting Officer, any sheeting or portions of bracing used shall be left in place and the contract will be adjusted accordingly. Untreated sheeting shall not be left in place beneath structures or pavements.

3.4.2 Compaction

3.4.2.1 General

Cohesionless materials include gravels, gravel-sand mixtures, sands, and gravelly sands. Cohesive materials include clayey and silty gravels, gravel-silt mixtures, clayey and silty sands, sand-clay mixtures, clays, silts, and very fine sands. When results of compaction tests for moisture-density relations are recorded on graphs, cohesionless soils will show straight lines or reverse-shaped moisture-density curves, and cohesive soils will show normal moisture-density curves.

3.4.2.2 Minimum Density

Backfill over and around the pipe and backfill around and adjacent to drainage structures shall be compacted at the approved moisture content to the following applicable minimum density (densities) which will be determined as specified in this paragraph.

Under paved roads, streets, parking areas, and similar-use pavements including adjacent shoulder areas, the density shall be not less than 90 percent of maximum density for cohesive material and 95 percent of maximum density for cohesionless material, up to the elevation where requirements for pavement subgrade materials and compaction shall control.

Under unpaved or turfed traffic areas, density shall not be less than 90 percent of maximum density for cohesive material and 95 percent of maximum density for cohesionless material.

Under nontraffic areas, density shall be not less than that of the surrounding material.

3.4.3 Determination of Density

Testing shall be the responsibility of the Contractor and performed at no additional cost to the Government. Testing shall be performed by an approved commercial testing laboratory or by the Contractor subject to approval. Tests shall be performed in sufficient number to insure that specified density is being obtained. Field density tests shall be determined in accordance with ASTM D 2167 or ASTM D 1556. Test results shall be furnished to the Contracting Officer.

END OF SECTION

SECTION 02722

GRAVEL BASE COURSE

PART 1 GENERAL

1.1 WORK INCLUDED

This section covers the work necessary to provide and install gravel base course material prior to placement of asphalt concrete surfacing.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 127	(1988, R 1993) Specific Gravity and absorption of Coarse Aggregates
ASTM C 128	(1993) Specific Gravity and absorption of Fine Aggregates
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	(1987; R 1992) Sampling Aggregate
ASTM D 422	(1963, R 1998) Particle Size Analysis of Soils
ASTM D 1557	(1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu. m.
ASTM D 4318	(1993) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM E 11	(1995) Wire-Cloth Sieves for Testing Purposes

1.3 DEFINITIONS

1.3.1 Gravel Base Course

A course of crushed rock placed, graded, and compacted on a roadway subgrade, that provides a surface for placing either a top course material or asphalt concrete surfacing.

1.4 SUBMITTALS

The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-09, Reports

Test Reports; GA

Results of laboratory tests specified under paragraph Aggregates shall be submitted to the Contracting Officer and approved prior to using each material. Tests shall show liquid limit, plasticity index, fractured faces, and sieve analysis tests including percentage of particles having diameters less than 0.02 mm.

1.5 WEATHER LIMITATIONS

Crushed rock materials shall not be constructed when the atmospheric temperature is less than 35 degrees F. Crushed rock materials shall not be constructed on subgrades that are frozen or contain frost. If the temperature falls below 35 degrees F, completed areas shall be protected against any detrimental effects of freezing.

1.6 PLANT, EQUIPMENT, MACHINES, AND TOOLS

1.6.1 General Requirements

Plant, equipment, machines, and tools used in the work shall be maintained in satisfactory working condition at all times. Other compacting equipment may be used in lieu of that specified, where it can be demonstrated that the results are equivalent. The equipment shall be adequate and have the capability of producing the results specified.

1.6.2 Sprinkling Equipment

Sprinkling equipment shall consist of tank trucks, pressure distributors, or other approved equipment designed to apply controlled quantities of water uniformly over variable widths of surface.

1.6.3 Straightedge

The Contractor shall furnish and maintain at the site, in good condition, one 10 foot straightedge for use in the testing of the finished surface. Straightedge shall be made available for Government use.

1.7 STOCKPILING MATERIALS

Materials shall be stockpiled in the manner and at locations designated. Before stockpiling of material, storage sites shall be cleared, and sloped to drain. Materials obtained from different sources shall be stockpiled separately.

1.8 SAMPLING AND TESTING

1.8.1 General Requirements

Sampling and testing shall be performed by an approved commercial testing laboratory or by facilities furnished by the Contractor. No work requiring testing shall be permitted until the facilities have been

inspected and approved. The first inspection shall be at the expense of the Government. Cost incurred for any subsequent inspection required because of failure of the facilities to pass the first inspection will be charged to the Contractor.

1.8.2 Test Results

Results shall verify that materials comply with this specification. When deficiencies are found, the initial analysis shall be repeated and the material already placed shall be retested to determine the extent of unacceptable material. All in-place unacceptable material shall be replaced or modified to meet specification requirements.

1.8.3 Sampling

Aggregate samples for laboratory tests shall be taken in accordance with ASTM D 75.

1.8.4 Sieve Analysis

Before starting work, at least one sample of material shall be tested in accordance with ASTM C 136 and ASTM D 422 on sieves conforming to ASTM E 11.

1.8.5 Liquid Limit and Plasticity Index

Liquid limit and plasticity index shall be in accordance with ASTM D 4318.

1.8.6 Laboratory Density

Tests shall provide a moisture-density relationship for the stabilized-aggregate. Tests shall be conducted in accordance with ASTM D 1557, Method D.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Aggregates

Aggregates shall consist of crushed stone, crushed gravel, angular sand, or other approved materials. Aggregates shall be durable and sound, free from lumps of clay, organic matter, objectionable coatings, and other foreign material. Material retained on a No. 4 sieve shall be known as coarse aggregate and that passing the No. 4 sieve shall be known as binder material.

2.1.1.1 Coarse Aggregate

Coarse aggregates shall consist of angular fragments of uniform density and quality. The amount of flat and elongated particles shall not exceed 30 percent. A flat particle is one having a ratio of width to thickness greater than 3, and an elongated particle is one having a ratio of length to width greater than 3.

a. Crushed Gravel: Crushed gravel shall be manufactured from gravel particles 50 percent of which by weight are retained on the maximum size gradation sieve specified.

b. Crushed Stone: Crushed stone retained on each sieve specified shall contain at least 50 percent by weight of crushed pieces having two or more freshly fractured faces with the area of each face being at least equal to 75 percent of the smallest midsectional area of the piece. When two fractures are adjacent, the angle between the planes of the fractures must be at least 30 degrees to count as two fractured faces.

2.1.1.2 Binder Material

Binder material shall consist of screenings, angular sand, or other finely divided mineral matter processed or naturally combined with the coarse aggregate. Liquid-limit and plasticity-index requirements shall apply to any component that is blended to meet the required gradation and shall also apply to the completed course. The portion of any component or of the completed course passing the No. 40 sieve shall be either nonplastic or have a liquid limit not greater than 25 and a plasticity index not greater than 5.

2.1.2 Gradation

Requirements for gradation specified shall apply to the completed course. The aggregates shall be continuously graded within the following limits:

Sieve Designation	Percentage by Weight Passing Square-mesh Sieve
Gravel Base Course	
2-inch	100
1-1/2-inch	70-100
1-inch	45-80
1/2-inch	30-60
No. 4	20-50
No. 10	15-40
No. 40	5-25
No. 200	0-5

Particles having a diameter of less than 0.02 mm will not exceed 3 percent by weight of the total aggregate, as determined in accordance with ASTM D 422, tested in the completed layer.

The values are based on aggregates of uniform specific gravity, and the percentages passing the various sieves are subject to appropriate correction in accordance with ASTM C 127 and ASTM C 128 when aggregates of varying specific gravities are used.

2.1.3 Chemical Contamination Requirements

All aggregate materials shall be free from contamination by heavy metals including lead, zinc, arsenic, cadmium, and antimony and shall conform to specification Section 01450 CHEMICAL DATA QUALITY MANAGEMENT.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

When the crushed rock material is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter by sweeping with power sweepers or power brooms, except that hand brooms may be used in areas where power cleaning is not practicable. Adequate drainage shall be provided during the entire period of construction to prevent water from collecting or standing on the area to be stabilized. Line and grade stakes shall be provided as necessary for control. Grade stakes shall be in lines parallel to the centerline of the area under construction and suitably spaced for string lining.

3.2 PREPARATION OF UNDERLYING COURSE

3.2.1 General Requirements

Before constructing stabilized-aggregate course, the previously constructed underlying course shall be cleaned of foreign substances. Surface of underlying course shall meet the specified compaction and surface tolerances. Subgrade shall conform to Section 02300 EARTHWORK. Ruts or soft, yielding spots that may appear in the underlying course, areas having inadequate compaction, and deviations of the surface from requirements specified shall be corrected. Finished underlying course shall not be disturbed by traffic or other operations and shall be maintained in a satisfactory condition until base course is placed.

3.2.2 Grade Control

Underlying material shall be excavated to sufficient depth so that the finished stabilized course with any subsequent course will meet the fixed grade. Finished and completed course shall conform to the lines, grades, cross section, and dimensions indicated.

3.3 INSTALLATION

3.3.1 Compaction

Each layer of stabilized aggregate course shall be compacted. Water content shall be maintained at optimum. Density of compacted mixture shall be at least 100 percent of laboratory maximum density. Rolling shall begin at the outside edge of the surface and proceed to the center, overlapping on successive trips at least one-half the width of the roller. Alternate trips of the roller shall be slightly different lengths. Speed of the roller shall be such that displacement of the aggregate does not occur. Areas inaccessible to the rollers shall be compacted with mechanical tampers, and shall be shaped and finished by hand methods.

3.3.2 Layer Thickness

Compacted thickness of the stabilized course shall be as directed. No layer shall be in excess of 8 inches nor less than 3 inches in compacted thickness.

3.3.3 Finishing

The surface of the top layer shall be finished to grade and cross section shown. Finished surface shall be of uniform texture. Light blading during compaction may be necessary for the finished surface to conform to the lines, grades, and cross sections. Should the surface for any reason become rough, corrugated, uneven in texture, or traffic marked prior to completion, such unsatisfactory portion shall be scarified, reworked, recompact, or replaced as directed.

3.3.3.1 Smoothness

Surface of each layer shall show no deviations in excess of 3/8 inch when tested with the 10-foot straightedge. Deviations exceeding this amount shall be corrected by removing material and replacing with new material, or by reworking existing material and compacting, as directed.

3.3.3.2 Thickness Control

Compacted thickness of the stabilized base course shall be within 1/2 inch of the thickness indicated. Where the measured thickness is more than 1/2 inch deficient, such areas shall be corrected by scarifying, adding new material of proper gradation, reblading, and recompact as directed. Where the measured thickness is more than 1/2 inch thicker than indicated, the course shall be considered as conforming to the specified thickness requirements. Average job thickness shall be the average of all thickness measurements taken for the job, but shall be within 1/4 inch of the thickness indicated.

END OF SECTION

SECTION 02910

GROWTH MEDIA

PART 1 GENERAL

1.1 REFERENCES

The publication listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 117	(1995) Materials Finer Than 75 micrometers (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM C 602	(1995a) Agricultural Liming Materials
ASTM D 4972	(1995a) pH of Soils
ASTM D 5268	(1992; R 1996) Growth media Used for Landscaping Purposes
ASTM D 5883	(1996e1) Use of Rotary Kiln Produced Expanded Shale, Clay or Slate (ESCS) as a Mineral Amendment in Growth Media used for landscaping and related purposes

1.2 SUBMITTALS

Government approval is required for submittals with a “G” designation; submittals not having a “G” designation are for information only. When used, a designation following the “G” designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Delivery; G
Delivery schedule.

Finish Grade and Growth media; G
Finished grade status.

Quantity Check; G
Bag count or bulk weight measurements of material used compared with area covered to determine the application rate and quantity installed.

SD-04 Samples

Delivered Growth Media; G
Samples taken from the source and installation area.

Soil Amendments; G
A 5 lb sample of each required amendment.

SD-06 Test Reports

Soil Test; G

Certified reports of inspections and laboratory tests, prepared by an independent testing agency, including analysis, interpretation, and recommendations of the test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

SD-07 Certificates

Growth Media; G
pH Adjuster; G
Fertilizer; G
Organic Material; G
Soil Conditioner; G

Prior to the delivery of materials, certificates of compliance attesting that materials meet the specified requirements shall be submitted. The certified copies of the material certificates shall include the following:

- a. Growth Media. Particle size, pH, organic matter content, textural class, soluble salts, chemical and mechanical analyses.
- b. pH Adjuster. Calcium carbonate equivalent and sieve analysis.
- c. Fertilizer. Chemical analysis and composition percent.
- d. Organic Material. Composition and source.
- e. Soil Conditioner. Composition and source.

1.3 SOURCE INSPECTION

The source of delivered growth media shall be subject to inspection.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Delivery

A delivery schedule shall be provided at least 10 calendar days prior to the first delivery.

1.4.2 Soil Amendments

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

1.4.3 Inspection

Unacceptable materials shall be immediately removed from the job site.

PART 2 PRODUCTS

2.1 GROWTH MEDIA

Fertile, friable, sandy or silty loam as determined by the United States Department of Agriculture Classification System, and will be free of large roots and other foreign matter. The growth media will not contain hazardous or toxic substances and /or deleterious material that may hinder grading, planting or maintenance of vegetative growth including stones in excess of 1 inch. Growth media shall be free from contamination by heavy metals including lead, zinc, arsenic, cadmium, and antimony and shall conform to specification Section 01450 CHEMICAL DATA QUALITY MANAGEMENT.

Growth media shall be free of chemical contaminants such as PCB's, Dioxin, or other toxic organic compounds. Growth media will be free from glass, metal, plastic, and any other foreign matter. Physical characteristics of growth media will be suggestive of maturity including, color (a dark brown to black as indicated by Munsell color chart 3-6) and odor (an acceptable odor being none, soil-like, musty, or moldy and an unacceptable odor being sour, ammonia, or putrid). Growth media and/or components, amendments or additives thereof, will not contain metals and /or toxics at concentrations that exceed beneficial use standards for this use, or as otherwise regulated as waste products. Growth media will not be excessively wet or dry as determined by the Contracting Officer.

2.1.1 Growth Media Requirements

<u>Parameter</u>	<u>Test Method</u>	<u>Criteria</u>
Organic Matter	USBR 5430-89	10-15% or greater by weight.
pH	Electrometric	5.5 to 7.2
Salinity	EPA 120.1	Electrical conductivity less than 2.0 dS/m
Cation Exchange Capacity		Max 8% exchangeable sodium
Lead Content	EPA-SW-846-6010 (ICP)	Maximum 100 ppm
Zinc Content	SW-846-6010 (ICP)	Maximum 100 ppm
Arsenic	SW-846-6010 (ICP)	Maximum 35 ppm
Cadmium	SW-846-6010 (ICP)	Maximum 5 ppm
Antimony	SW-846-6010 (ICP)	Maximum 5 ppm

Growth media shall meet the following gradation as determined by ASTM C 117 and C 136.

<u>Sieve Size</u>	<u>Percent passing</u>
1 inch	100%
1/2 inch	90-100%
No. 10	40-80%
No. 200	20-50%

2.2 SOIL AMENDMENTS

Soil amendments shall consist of pH adjusters, fertilizer, organic material and soil conditioners meeting the following requirements. Soil amendments recommended shall include any of those listed below, but are not solely limited to this list. Actual amendments required shall be described in the soils test. Vermiculite shall not be used.

2.2.1 pH Adjuster

The pH adjuster shall be an agricultural liming material in accordance with ASTM C 602. These materials may be burnt lime, hydrated lime, ground limestone, or sulfur. The pH adjuster shall be used to create a favorable soil pH for the plant material specified.

2.2.1.1 Limestone

Limestone material shall contain a minimum calcium carbonate equivalent of 80 percent. Gradation: A minimum 95 percent shall pass through a No. 8 sieve and a minimum 55 percent shall pass through a No. 60 sieve. To raise soil pH, ground limestone shall be used.

2.2.1.2 Hydrated Lime

Hydrated lime shall contain a minimum calcium carbonate equivalent of 110 percent. Gradation: A minimum 100 percent shall pass through a No. 8 sieve and a minimum 97 percent shall pass through a No. 60 sieve.

2.2.1.3 Burnt Lime

Burnt lime shall contain a minimum calcium carbonate equivalent of 140 percent. Gradation: A minimum 95 percent shall pass through a No. 8 sieve and a minimum 35 percent shall pass through a No. 60 sieve.

2.2.2 Fertilizer

Fertilizer shall be controlled release commercial grade, free flowing, uniform in composition, and consist of a nitrogen-phosphorus-potassium ratio. Fertilizer shall be as recommended by a soil test. For bidding purposes, the nutrients ratio shall be 12 percent nitrogen, 4 percent phosphorus, and 8 percent potassium. The fertilizer shall be derived from sulfur-coated urea, urea formaldehyde, plastic or polymer coated pills, or isobutylenediurea (IBDU). Fertilizer shall be balanced with the inclusion of trace minerals and micro-nutrients.

2.2.3 Organic Matter

For manufactured growth media, organic matter shall be compost meeting the following requirements: Compost shall consist of material derived from the aerobic decomposition of plant material, manure or sludge. Compost shall not exceed 25% by volume composted product from debarking of log yard wastes. Sawdust, wood chips of other wood wastes not derived from debarking or log yard wastes must be fully composted and aged. Contracting Officer may require additional testing of compost that contains wood wastes for compliance with item c below. Compost shall meet, or be amended to meet, the following criteria as determined by analysis by a certified soil testing laboratory.

- a. Gradation: Compost shall meet the following criteria:

<u>Percent passing</u>	<u>Sieve Size</u>
100	1-1/2 inch
90-100	1 inch
85-100	3/4 inch
30-60	No. 8
3-20	No. 35

- b. Organic content: Minimum 50% based on dry weight as determined by USBR 5430-89.
- c. The minimum combined sum of nitrate and ammonium shall be 120 ppm on a dry soil basis. Nitrate must not be less than 50 percent of the combined total nitrate and ammonium.
- d. pH 5.5 to 8.0 determined by electrometric method.
- e. Soluble salts: maximum allowable ECE (dS/m of saturation extract) shall be no greater than 8.
- f. Moisture content: 35-60%.
- g. Contaminants: Free of glass, metal, visible plastic, and any substance or characteristic toxic to plants.
- h. Maturity: Physical characteristics suggestive of maturity include:
- Color: Dark brown to black.
 - Odor: Acceptable = none, soil like, musty, or moldy.
Unacceptable = sour, ammonia or putrid.
 - Particle Characterization: Some identifiable wood pieces are acceptable but the majority of the material should be soil-like without recognizable grass, needles or leaves.

Growth media shall be mixed using a pugmill or by spreading the soil and amendments on the ground and rototilling, disking, or mixing the material with other suitable method approved by the Contracting Officer. Mixing of manufactured growth media shall not be allowed on areas where geomembrane has been placed unless approved by the Contracting Officer.

2.2.3.1 Bonemeal

Bonemeal shall be finely ground, steamed bone product containing from 2 to 4 percent nitrogen and 16 to 40 percent phosphoric acid.

2.2.3.2 Rotted Manure

Rotted manure shall be unleached horse, chicken, or cattle manure containing a maximum 25 percent by volume of straw, sawdust, or other bedding materials. It shall contain no chemicals or ingredients harmful to plants. The manure shall be heat-treated to kill weed seeds and be free of stones, sticks, and soil.

2.2.3.3 Decomposed Wood Derivatives

Decomposed wood derivatives shall be ground bark, sawdust, yard trimmings, or other wood waste material that is free of stones, sticks, soil, and toxic substances harmful to plants and is fully composted or stabilized with nitrogen.

2.2.3.4 Recycled Compost

Compost shall be a well-decomposed, stable, weed free organic matter source. Compost shall be derived from food; agricultural or industrial residuals; biosolids (treated sewage sludge); yard trimmings; or source-separated or mixed solid waste. The compost shall possess no objectionable odors and shall not resemble the raw material from which it was derived. The material shall not contain substances toxic to plants. Gradation: The compost material shall pass through a 3/8-inch screen, possess a pH of 5.5 to 8.0, and have a moisture content between 35-55 percent by weight. The material shall not contain more than 1 percent by weight of man-made foreign matter. Compost shall be cleaned of visible plastic materials.

2.2.4 Soil Conditioner

Soil conditioner shall be sand, calcined clay, gypsum or other conditioners required per the soils test. These conditioners may be use singly or in combination to meet the requirements of the soil test.

2.2.4.1 Sand

Sand shall be clean and free of toxic materials. Gradation: A minimum 95 percent by weight shall pass a No. 10 sieve and a minimum 10 percent by weight shall pass a No. 16 sieve. Green sand shall be balanced with the inclusion of trace minerals and nutrients.

2.2.4.2 Expanded Shale, Clay, or Slate (ESCS)

Rotary kiln produced ESCS material shall be in conformance with ASTM D 5883.

2.2.4.3 Gypsum

Gypsum shall be commercially packaged, free flowing, and a minimum 95 percent calcium sulfate by volume.

PART 3 EXECUTION

3.1 SOIL TESTING

Delivered growth media shall be tested in accordance with ASTM D 5268 and ASTM D 4972 for determining the particle size, pH, organic matter content, textural class, chemical analysis, soluble salts analysis, and mechanical analysis. Samples collection at the source or on site shall be random. Sample collection from stockpiled growth media shall be from different levels in the stockpile. Samples collected on-site shall be randomly collected from areas that have recently received the growth media. The soil shall be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. The test shall determine the quantities and type of soil amendments, including fertilizer, pH adjuster, and soil conditioner, required to meet local growing conditions for the seed species specified. Sampling and chemical analysis to ensure that growth media does not contain lead, arsenic, and cadmium above project-specific standards will be conducted in accordance with Specification 01450, CHEMICAL DATA QUALITY MANAGEMENT.

Prior to the delivery of any growth media, one soil test shall be provided from the growth media source. Then, one soil test per every month or 1 soil test per every 15,000 tons delivered to site (whichever is greater), shall be required following the commencement of growth media importation. These samples shall be randomly selected from onsite locations where the growth media has recently been spread. Testing shall continue until the 100 percent completion of all growth media operations have been completed. Growth media that does not meet these specifications, shall, in its entirety, be removed from the site immediately at the Contractor's expense and replaced with the specified growth media.

The Contractor shall submit to the Contracting Officer testing results for manufactured growth media from a certified soil testing laboratory that includes recommendations for soil amendments required to be added to the manufactured growth media in order for the manufactured growth media to be equivalent to growth media meeting these specifications in its ability to support plant growth.

3.2 SITE PREPARATION

3.2.1 Placement, grading, and compaction.

A. Prior to placing growth media, scarify all areas which have become excessively compacted or impermeable prior to the installation of growth media. Scarification shall be accomplished by scarifying, disking, harrowing or other approved methods.

B. Spread growth media evenly to a minimum compacted depth as indicated by the drawings. Do not spread growth media or soil amendments when frozen or excessively wet or dry. The determination of weather/soil conditions will be made by the Contracting Officer. Spread any soil amendments (as recommended by the soil test) evenly over the growth media. Till soil amendments into the growth media to create a uniform mixture. No tilling will be allowed over the top of any areas containing geomembrane. Mixing of soil amendments shall occur prior to placement

in all areas containing geomembrane. Soil amendments may be incorporated at the growth media source. The requirements of paragraphs 3.3 "Quantity Check" and 3.1 "Soil Testing" must still be met.

C. Uniformly distribute to within 2 inches of the thickness shown on the Contract Drawings. Fine grade growth media, eliminating rough or lows areas and maintaining levels, profiles, and contours of sub grade. Contractor shall provide and maintain a means of continuously observing the depth of growth media until placement is complete, at intervals of 100 feet maximum each way. Sharpened stakes or methods that may cause damage to the geomembrane will not be allowed. Any damage to the geomembrane caused by the contractor shall be repaired at the contractor expense to the satisfaction of the Contracting Officer.

D. Place growth media on all areas as shown on the Contract Drawings. Lightly compact to between 85 and 90 percent relative compaction unless otherwise specified by the Contracting Officer.

E. Scarify entire surface of placed growth media such that longitudinal depressions 2 inch deep are formed perpendicular to the natural flow of water on the slope, unless otherwise approved by the Contracting Officer. Condition soil with sufficient water so the longitudinal depressions will remain in the soil surface until completion of seeding. Compaction and scarify area with 1 week of time of seeding.

F. The Contractor shall verify that finished grades are as indicated on the drawings, and the placement of growth media, smooth grading, and compaction requirements have been completed prior to the commencement of the seeding operation. New finish surfaces shall be blended into existing areas. Overall grades shall be uniform and smooth with no abrupt grade changes. Puddling of water on finished grades will not be allowed. Tolerances of the finish grade shall not be less than that established for the sub grade. Ensure uniform depth is accomplished in all areas.

3.2.2 Tillage

Rototillers shall be used where soil conditions and length of slope permit. Drainage patterns shall be maintained. Areas compacted by construction operations shall be completely pulverized by tillage. Soil used for repair of surface erosion or grade deficiencies shall conform to growth media requirements.

3.2.3 Protection

Areas with the prepared surface shall be protected from compaction or damage by Vehicular, pedestrian traffic and surface erosion. Any damage shall be repaired by the Contractor at his or her own expense.

3.3 QUANTITY CHECK

For materials provided in bags, the empty bags shall be retained for recording the amount used. For materials provided in bulk, the weight certificates shall be retained as a record of the amount used. The amount of material used shall be compared with the total area covered to determine the actual quantity required. Differences between the quantity installed and the quantity specified shall be adjusted as directed by the Contracting Officer prior to payment. Under no circumstance, shall additional compensation be paid for quantities over what is specified.

3.4 RESTORATION AND CLEAN UP

3.4.1 Restoration

Existing vegetative areas, pavements, and facilities that have been damaged from the growth media operation shall be restored to the original condition at the contractor's expense. All areas that have been disturbed during construction shall be restored in accordance with the Contract Requirements. Contractor shall place 6 inches of growth media and approved seed in accordance with Section 02370, EROSION CONTROL, over disturbed areas at the Contractor's sole expense unless otherwise directed by the Contracting Officer.

3.4.2 Clean up

Excess and waste material shall be removed from the areas to be seeded and shall be disposed offsite. Adjacent paved areas shall be cleaned daily to the acceptance of the Contracting Officer.

END OF SECTION

04003
Miscellaneous Remediation Construction Services
Bunker Hill Mining and Metallurgical Complex Superfund Facility

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SECTION 02930

MISCELLANEOUS PLANTINGS

PART 1 GENERAL

1.1 WORK INCLUDED

The work may require planting of shrubs and/or trees. Shrubs and/or trees may be Government furnished or Contractor furnished. Miscellaneous planting work shall include all labor, equipment, and material necessary to plant GOVERNMENT furnished or CONTRACTOR furnished plants on the Bunker Hill Superfund Site. All such plantings, if required, will be identified under a specific task order(s) and the costs to perform this work will be included as a non-prepriced item and/or a materials allowance.

PART 2 PRODUCTS

2.1 MISCELLANEOUS PLANTS

Provide plants as described in the individual task order(s) issued under this contract.

2.2 MISCELLANEOUS MATERIALS

Provide miscellaneous materials including fertilizer and mulch as described in the individual task order(s) issued under this contract. Growth media may be required in accordance with Section 02910 GROWTH MEDIA.

PART 3 EXECUTION

3.1 GENERAL

The areas planned for planting will be as described under the individual task order(s) issued under this contract.

END OF SECTION

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SECTION 02951

MISCELLANEOUS WORK AND EQUIPMENT REQUESTS

PART 1 GENERAL

1.1 WORK INCLUDED

This section includes description of labor by specific trades that are not specifically identified elsewhere. All tools and equipment normally required in the performance of the craft or work task shall be provided by the Contractor. This section includes minimum requirements for equipment to be furnished with operator. When work is requested by the Contracting Officer under this section, it will be identified in scope under the particular task order requiring the work.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1999) National Electrical Code

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Equipment List; FIO.

Provide a list of all equipment proposed for use on this contract including manufacturers model no., date of manufacture, and description of equipment showing conformance to specified requirements.

SD-13 Certificates

Qualifications; GA.

Written documentation for personnel providing services showing training, experience and licensing documentation.

1.4 LICENSING AND CERTIFICATIONS

All trade crafts required shall be licensed, certified, or have such appropriate qualifications to perform the specific work required. Submit appropriate documentation for required crafts prior to beginning any task order work.

1.5 DEFINITIONS OF MISCELLANEOUS WORK TASKS

1.5.1 Electrical

Electrical work shall include maintenance and repair of electrical systems up to 600 volts. All electrical work shall comply with applicable provisions of NFPA 70 and the State of Idaho Electrical Code.

1.5.2 Plumbing

Plumbing work shall include the maintenance and repair of plumbing systems and fixtures in buildings and associated structures and include work up to 5 feet beyond the building's outside wall line. All plumbing work shall comply with the plumbing laws, rules, and regulations of the State of Idaho and of the City of Kellogg, Idaho.

1.5.3 Mechanical Maintenance and Repair

The work required to maintain the pumps (including motors), piping and other mechanical features of the pump station and the decontamination station(s).

1.5.4 Painting

Painting shall include both interior and exterior of all types of surfaces including miscellaneous items such as signs, guard posts, rails etc. All painting, whether interior or exterior, shall include all work necessary for a finished job. All painting shall comply with Federal, state, and local requirements.

1.6 EQUIPMENT REQUIREMENTS

All equipment provided shall be in proper mechanical and operating condition. Each equipment item shall include a fully qualified operator and must demonstrate operating capabilities to the satisfaction of the Contracting Officer. All maintenance, repairs and fuel required for equipment operations shall be provided by the Contractor. All equipment must conform to EM 385-1-1. The equipment and the layout thereof shall meet all applicable requirements of local, state, and Federal regulations and codes, both for safety and environmental protection.

1.6.1 Maintenance of Equipment

Equipment furnished shall be maintained in good working condition at all times with all necessary supplies. Contractor will not receive payment for equipment and personnel or standby time when equipment is down for repairs, maintenance or refueling.

1.6.2 Equipment Items

Equipment provided shall meet or exceed the following requirements as approved by the Contracting Officer: (Note: this list is not all inclusive, see the Schedule (Section 00010) for general equipment requirements; other types of equipment may be required in a particular task order which are subject to approval):

Hydraulic Excavator (190 HP)

- Minimum 190 flywheel horsepower.
- Tracked crawler type.
- No fluid leaks, machine may do instream work.
- Bucket must be equipped with hydraulic thumb.
- Bucket capacity minimum of 1-3/4 cubic yards.
(clamshell type not acceptable.)
- Hydraulically operated.
- Maximum undercarriage width of 12 feet.
- Minimum operating weight of 70,000 pounds.
- Maximum operating weight of 80,000 pounds.
- Minimum digging depth of 22 feet.

Motor Grader

- ROPS rollover protection with cab.
- 18 inch moldboard height with sharp cutting bits.
- 50 percent of original tread depth on tires.
- Operating head and rear lights (night work).
- Four-way flashing or flashing amber warning lights.
- Minimum 175 flywheel horsepower.
- Rear ripper bar for scarifying with minimum 5 teeth.
- Minimum weight of 30,000 pounds.

Wheeled Front - End Loader

- 130-160 flywheel horsepower, turbo charged.
- ROPS rollover protection with enclosed cab.
- Articulated.
- 50 percent of original tread depth on tires.
- Operating front and rear lights (night work).
- Four-way flashing or flashing amber warning lights.
- Backup warning device.
- Minimum bucket capacity of 2 cubic yards with rock teeth and smooth cutting edge.

End Dump Truck

- Shall have annual U.S. DOT safety inspection and meet all safety standards set by the State of Idaho and Corps of Engineers and shall be licensed to haul designated materials within the State of Idaho.
- 350 horsepower with engine brake.
- 12 to 14 cubic yards rated capacity. Minimum 12 cubic yards without side boards, water level.
- End dump with removable tailgate.
- Single unit tandem drive axle.
- Hydraulic hoist.
- No fluid leaks
- Equipped with CB radio for driver safety.

Crawler Tractor (75-100 HP)

- 75-100 flywheel horsepower.
- ROPS rollover protection.
- Hydraulically controlled 6-way angle dozer blade
- Winch with 9/16 or 5/8 inch cable, minimum of 100 feet.
- D-3 or similar equipment

Crawler Tractor (140-160 HP)

- 140-160 flywheel horsepower.
- ROPS rollover protection.
- Hydraulically controlled 4-way dozer blade.
- Minimum track grouser height shall be maintained at 1-1/2 inch, measured at track center.
- A direct mount ripper with tillage depth greater than 18 inches and three shanks.
- D-6 or similar equipment

Crawler Tractor (Min. 300 HP)

- Minimum 300 flywheel horsepower.
- ROPS rollover protection.
- Hydraulically controlled 4-way dozer blade.
- Minimum track grouser height shall be maintained at 1-1/2 inch, measured at track center.
- A direct mount ripper with tillage depth greater than 18 inches and three shanks.
- D-8 or similar equipment

Vibratory Smooth Drum Compactor

- Self propelled with rubber tired tractor unit.
- Minimum 174 flywheel horsepower.
- Backup warning device.
- Minimum operating weight of 23,150 pounds.

PART 2 PRODUCTS

2.1 MATERIALS

All materials required in the performance of the work shall be furnished by the Contractor unless otherwise provided by the Government in the task order instructions or specified in the technical specifications.

2.1.1 Paint

Colors for finish coats will be specified by the Contracting Officer. Paint shall be delivered to the job site in original, unopened containers bearing the manufacturer's name, brand designation, and instructions for application. Thinners shall be used only when mandatory for the type of paint being used and with prior approval of the Contracting Officer.

PART 3 EXECUTION

3.1 MISCELLANEOUS LABOR

All work requested shall be accomplished as required and as approved by the Contracting Officer.

3.1.1 Painting

a. Protection of Areas. All equipment and other surfaces which are not to be painted shall be carefully moved, covered, or otherwise protected prior to painting. Items such as hardware, hardware accessories, machined surfaces, light fixtures, and similar items in contact with painted surfaces shall be removed, masked, or otherwise protected prior to surface preparation. After painting, the Contractor shall remove new paint from surfaces not to be painted and restore to original condition. All removed items shall be repositioned and other property returned to their original position. Painted items shall operate smoothly without binding. The Contractor shall be responsible for the cost of repairing any damage caused to Government or personal property.

b. Surface Preparation. Surfaces to be painted shall be cleaned to remove all dirt, dust, rust, scale, splinters, mildew, chalked paint, loose particles, disintegrated coatings, grease, oil, and other deleterious substances. Sanding, wire brushing, washing, and chemical treatments shall be used as necessary to properly prepare the surface for painting, except that water shall not be used on unpainted wood. All scratches, nicks, cracks, gouges, spalls, alligatoring, and irregularities due to partial peeling of previous paint shall be repaired, sanded, spackled, caulked, or otherwise treated to render such defects practically imperceptible. Caulking and other compounds shall be allowed to cure for the times stated in the manufacturer's literature prior to painting. Existing enamel and other glossy surfaces shall be sanded. All new work, surfaces bared by surface preparation, and exposed nails and other ferrous metals shall be primed.

c. Workmanship. Paint shall be carefully applied with good, clean brushes, rollers, or approved airless sprayers to provide smooth finished surfaces free from runs, drops, ridges, waves, laps, brush marks, variations in color, or other defects. Unless otherwise directed, two coats shall be applied to all new surfaces, or surfaces bared by surface preparation, and as required to completely cover stains and marks. First coats shall be thoroughly dry prior to application of second coats. Each coat shall be of sufficient thickness to completely cover the preceding coat or surface.

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3.2 MISCELLANEOUS EQUIPMENT REQUESTS

All work requested shall be accomplished as required and as approved by the Contracting Officer.

END OF SECTION

SECTION 02985

ROADWAY MAINTENANCE

PART 1 GENERAL

1.1 WORK INCLUDED

This section covers the work necessary to provide equipment with operator for general and routine maintenance of roadways as described hereinafter. All such work activities shall be subject to the general direction of the COR for the locations and times when Contractor performance is required.

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

Data

Street Sweeper; GA.

Manufacturer's data for street sweeper including all pertinent details and recommendations for using this equipment on the site's roads and parking areas for the likely types of dust materials to be encountered.

1.3 EQUIPMENT DESCRIPTIONS

1.3.1 Water Truck

Provide a watering truck with street washing accessories for washing down streets as requested and dust control. The source of water for this activity at Bunker Hill Superfund Site will be Government furnished from a supply point designated by the Contracting Officer. Equipment shall meet the following requirements:

- Shall have annual U.S. D.O.T. safety inspection and meet all safety standards set by the State of Idaho and Corps of Engineers.
- 350 horsepower with engine brake.
- Self contained filler pump with minimum 300 GPM capacity.
- 4,000 gallon capacity.
- 40 to 50 feet of suction filler hose.
- Backup warning device.
- 50 percent of original tread depth on tires.
- Single unit, tandem drive axle.
- Minimum 20 feet pressurized front and rear discharge road watering (4 spray heads).
- 75 feet of 1 inch discharge hose on power reel.

1.3.2 Sand Truck

Provide a sanding truck of minimum capacity specified having sand dispersal tailgate. The source of sand for this activity will be Government furnished.

1.3.3 Street Sweeper

Provide a street sweeper, vacuum type, of minimum capacity specified. The unit shall moisten accumulated particles to minimize dust generation and shall be equipped with a high filtration air discharge system to limit spread of materials.

1.3.4 Mow Roadside Weeds

This work item includes providing a mechanical mowing machine suitable for mowing roadside weeds and mowing weeds as directed.

1.3.5 Snow Plowing/Removal from Roads and Parking Areas

This work item includes providing a grader or similar equipment for snow removal from roads, parking areas and other vehicle access areas as directed by the Contracting Officer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 GENERAL

Work will be as requested by the Contracting Officer and shall be completed to the Contracting Officer's satisfaction.

END OF SECTION